

**FIRST AMENDMENT TO THE LEASE
BETWEEN THE CITY OF SAN MATEO AND
RISE WOOD-FIRE, LLC**

WHEREAS, the City of San Mateo (“City”), a municipal corporation of the State of California, and Rise Wood-Fire LLC, a California Corporation, doing business as Rise Wood Fire (“Tenant”), entered into a Lease Agreement (“Lease”) on April 17, 2019 for the premises at One Transit Center Way described in the Lease attached as Exhibit A to this Lease Amendment and located at the North Building of the Transit Center; and

WHEREAS, the Tenant’s name is “Rise Wood-Fire LLC” rather than “Rise Wood-Fired LLC;” and

WHEREAS, the Tenant commenced demolition for interior tenant improvements and has discovered previously unknown code deficiencies in the leased premises; and

WHEREAS, due to the City’s financial assistance to the Tenant, the Tenant’s improvements require the payment of prevailing wages; and

WHEREAS, the cost of paying prevailing wages is higher than Tenant had anticipated; and

WHEREAS, the Tenant is still in the process of finalizing the project design for the tenant improvements and obtaining building permits; and

WHEREAS, the parties have agreed to an increase in City financial assistance to address the building deficiencies, the cost of paying prevailing wages, and construction cost escalations; and

WHEREAS, the parties have agreed to amend other provisions in the lease to provide clarification on key lease terms;

NOW, THEREFORE, the parties agree as follows:

1. The Lease is amended to provide that the Tenant is “Rise Wood-Fire LLC.”
2. Section 2 A, “Lease Execution,” is amended to read as follows: “Tenant has six months after Lease execution to obtain all City permits and approvals required in order to begin construction for the interior of the Premises and if unable to obtain said approval shall be granted one 60-day extension upon Landlord’s determination that Tenant has made diligent effort. Tenant will notify all appropriate agencies and begin the permitting process within 30 days of Lease execution.”

3. Section 2 C., "Lease Commencement Date," is amended to read: "Lease Term shall commence after all permits and approvals required to begin Tenant construction for the interior of the Premises have been obtained or upon the expiration of any extensions granted, whichever occurs sooner. At the time of Lease Commencement, the City and Tenant will execute the Memorandum of Lease Commencement, included as Exhibit B to the Lease Amendment."
4. Section 2 D., "Rent Commencement," is amended to read "Rent payments shall begin 18 months after the Lease Term Commencement Date."
5. Section 2 E., "Premises," is amended to read: "Approximately 3,890 square feet of rentable area located in the North Building of the San Mateo Transit Center, , at One Transit Center Way in the City of San Mateo, San Mateo County, California, as shown in Exhibits C-1 and C-2 to this Lease Amendment, which replace Exhibits A-1 and A-2 of the original Lease. The Premises shall include the exclusive use of an enclosed and squared-off outdoor eating area and patio space, a 160 foot kiosk, an off-site storage structure, and the clock tower portion of the North Building."
6. Section 3, "Landlord Assistance," is amended to read: "Thirty days after all City permits are obtained and tenant improvement construction for the interior of the Premises has begun, Landlord shall make available to Tenant a tenant improvement allowance of \$275,000 to fund the tenant improvements and \$25,000 to reimburse Tenant for replacement of the HVAC and swamp cooler as outlined in Section 12(b) of the Lease. Landlord will issue construction cost reimbursement checks to Tenant as tenant improvements are completed and approved by Landlord. Landlord is also waiving rent for 18 months after the Lease Term Commencement Date."
7. Section 10 of the Lease, "Condition of Premises," is updated to state that the "HVAC systems and swamp cooler (makeup air) serving the Premises require removal and/or replacement at the time of the construction of the Tenant Improvements."
8. Section 14 of the Lease, "Tenant Improvements," is replaced with a new Section 14, "Construction by Tenant," to read:
 - "a. Tenant Improvements. Tenant's obligations to construct the tenant improvements are specified in a Description of Tenant Improvements attached as Exhibit D to this Lease Amendment, which replaces Exhibit B of the Lease.
 - b. Plans and Specifications. Tenant must submit plans and specifications to Landlord for Landlord's prior written approval before any remodeling or construction is commenced and give Landlord at least 10 days' prior notice of actual commencement to allow Landlord to post notice of non-responsibility. Remodeling and construction must be completed in accordance with approved

plans and specifications unless deviations that do not conflict with the approved building permit are approved in advance in writing by Landlord. Landlord agrees to provide its approval within ten (10) days of request by Tenant.

- c. Compliance with Laws. Tenant is required to comply, at Tenant's sole cost, with all applicable laws, statutes, ordinances, rules and regulations.
- d. Landlord Approval of General Contractor. Landlord's written approval of the general contractor is required before commencement of remodeling or construction, which shall not be unreasonably withheld, conditioned, or delayed.
- e. Tenant Indemnification. Except for any damages, claims, costs, or expenses ("Losses") due to the gross negligence or willful misconduct of Landlord, Tenant is obligated to indemnify, defend, and hold Landlord harmless from and against any Losses arising out of defects in construction, Tenant's failure to pay contractors, or failure to complete construction.
- f. Liens. Tenant covenants to keep the Premises free of any liens arising out of Tenant's construction.
- g. Prevailing Wages. Tenant shall require its contractor to comply with all state prevailing wage requirements for all Tenant Improvements constructed on the Premises, including but not limited to, the payment of prevailing wages, certified payroll submission, overtime and working hour requirements, apprenticeship obligations, and contractor registration with the Department of Industrial Relations. Tenant has represented to Landlord that it did not believe that state prevailing wage requirements applied and has agreed to comply with prevailing wage law both retrospectively and prospectively. Should an issue arise with respect to Tenant's failure to pay prevailing wages prior to the date of this amendment, so long as Tenant works diligently to cure any such issues or claims, Tenant will not be considered in breach of the Lease.
- h. Tenant must supply Landlord with "as built" plans and drawings within 30 days of completion of the tenant improvements.
- i. The tenant improvements become the property of the Landlord upon completion."

- 9. A Section 54, "Minimum Wages," is added to read: "Tenant shall comply with the City of San Mateo local minimum wage requirements as set forth in San Mateo Municipal Code Chapter 5.92."
- 10. A Section 55, "Possessory Interest Tax," is added to read: "The Premises may be subject to possessory interest tax and the Tenant may be required to pay the property tax levied on the Tenant's interest in the Premises."
- 11. Exhibit C of the Lease, Personal Guaranty, is replaced with Exhibit E to this Lease Amendment, which is a new Personal Guaranty referencing "Rise Wood-Fire LLC" rather than "Rise Wood-Fired LLC."

12. All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, CITY OF SAN MATEO and Rise Wood-Fire LLC have executed this Agreement the day and year first above written.

LANDLORD
CITY OF SAN MATEO

TENANT
RISE WOOD-FIRE, LLC

By _____
Drew Corbett, City Manager

By _____
Alireza Zahedirad, Member

Approved as to Form:

Gabrielle Whelan
Assistant City Attorney

Exhibits:

Exhibit A – Lease
Exhibit B – Memorandum of Lease Commencement
Exhibit C-1 – Amended Description of Premises
Exhibit C-2 – Amended Detailed Floor Plan
Exhibit D – Description of Tenant Improvements
Exhibit E – Revised Personal Guaranty

EXHIBIT A

LEASE AGREEMENT BETWEEN CITY OF SAN MATEO AND RISE WOOD-FIRED LLC, DBA RISE WOOD-FIRED

Landlord: City of San Mateo

Tenant: Rise Wood-Fired LLC, dba Rise Wood-Fired

Premises: Approximately 3,890 square feet of rentable area located in the North building of the San Mateo Transit Center, as shown in Exhibit A ("Building"), located at One Transit Center Way in the City of San Mateo, San Mateo County, California ("Property"). The Premises shall also include the exclusive use of an enclosed and squared off outdoor eating area/patio space, 160 square foot kiosk, and off site storage structure, all as depicted on Exhibit A attached hereto.

Lease Term: Fifteen years.

Lease Term Commencement Date: Date upon which all City Permits to begin tenant construction for the interior of the Premises have been obtained, but no later than four months from lease execution plus any extension.

Rent Commencement: Rent payments shall begin 180 days (6 months) after Lease Term Commencement Date.

Base Rent Schedule:

Year	Per Month Gross	Annual Gross
Year 1	\$10,736.40	\$128,836.80
Year 2	\$10,736.40	\$128,836.80
Year 3	\$11,380.58	\$136,567.01
Year 4	\$11,722.00	\$140,664.02
Year 5	\$12,073.66	\$144,883 .94
Year 6	\$12,435.87	\$149,230.46
Year 7	\$12,808.95	\$153,707.37
Year 8	\$13,193.22	\$158,318.59
Year 9	\$13,589.01	\$163,068.15
Year 10	\$13,996.68	\$167,960.19

Year	Per Month Gross	Annual Gross
Year 11	\$14,416.58	\$172,999.00
Year 12	\$14,849.08	\$178,188.97
Year 13	\$15,294.55	\$183,534 .64
Year 14	\$15,753.39	\$189,040 .68
Year 15	\$16,225.99	\$194,711.90

Percentage Rent: After the first twelve months of the Lease Term Commencement Date ("Commencement Date Anniversary"), Tenant will pay to Landlord, 4% of any amount over \$2 million dollars in "Gross Sales" (as hereinafter defined) ("Percentage Rent"). Percentage Rent will be calculated annually commencing on the Commencement Date Anniversary, and shall be paid no later than 60 days after the end of each calendar year thereafter.

Permitted Use: Restaurant or other food and beverage service, including the sale of alcoholic beverages for on-Premises consumption.

Days/Hours of Operation: A minimum of 5 days a week, 8 hours a day. Closed on federal holidays. Tenant intends to be open more than these minimum days and hours.

Guarantors: Alireza Zahedirad and Susan Payrovi

Landlord's Address: The City of San Mateo -- 330 W. 20th Ave., San Mateo, California 94403, Attention: Finance Department

Landlord's Telephone: 650-522-7153

Property Manager: Capital Realty Group -- 1200 Howard Avenue, Suite 204, Burlingame, CA 94010, Attention: Brett Barron

Tenant Address: 1451 Burlingame Avenue, Burlingame, CA

Tenant Telephone: (949) 307-8723

Lease Exhibits:

- Exhibit A:** Depiction of Premises
- Exhibit B:** Store Front Improvements; Kiosk
- Exhibit C:** Personal Guaranty
- Exhibit D:** Insurance Requirements for Tenant

Date (For reference only): April 15, 2019

City of San Mateo ("Landlord") and Rise Wood-Fired LLC, dba Rise Wood-Fired ("Tenant") agree as follows:

1. **PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: One Transit Center Way, San Mateo, and described in Exhibit A of the Lease and located at the San Mateo Transit Center ("Premises").
2. **TERM:**
 - A. **Lease Execution:** Tenant has four months after Lease execution to obtain all City permits and approvals required in order to begin construction for the interior of the Premises and if unable to obtain said approval shall be granted two successive 60 day extensions upon Landlord's determination that Tenant has made diligent effort. Tenant will notify all appropriate agencies and begin the permitting process within thirty (30) days of Lease execution.
 - B. **Lease Term:** Fifteen years.
 - C. **Lease Term Commencement Date:** Lease Term shall commence after all City permits and approvals required to begin tenant construction for the interior of the Premises have been obtained.
 - D. **Rent Commencement:** Rent payments shall begin 180 days (6 months) after Lease Term Commencement Date.
 - E. **Premises:** Approximately 3,890 square feet of rentable area located in the North building of the San Mateo Transit Center, as shown in Exhibit A, located at One Transit Center Way in the City of San Mateo, San Mateo County, California. The Premises shall also include the exclusive use of an enclosed and squared off outdoor eating area/patio space, 160 square foot kiosk, and off site storage structure, as shown on Exhibit A.
 - F. **Option to Extend:** The Tenant has two five-year options to extend the lease. No more than fifteen (15) months and no less than six (6) months prior to the expiration of the lease, Tenant shall inform Landlord, in writing, of its intention to extend the current lease for the option period. The rent will increase by the amount of the CPI percentage increase annually, and no less than 3% over the 15th year's base rent.
 - G. **Holdover:** Unless Landlord expressly consents in writing to Tenant's holding over, Tenant shall be unlawfully and illegally in possession of the Premises, whether or not Landlord accepts any rent from Tenant or any other person while Tenant remains in possession of the Premises, without Landlord's written consent. If Tenant shall retain possession of the Premises or any portion thereof without Landlord's consent following the expiration of this Lease or sooner termination for any reason, then Tenant shall pay to Landlord for each day of such retention 150% of the amount of daily rental as of the last month prior to the date of expiration or earlier termination. Tenant shall also indemnify, defend, protect and hold Landlord harmless from any loss, liability or cost, including

consequential and incidental damages and reasonable attorneys' fees, incurred by Landlord resulting from delay by tenant in surrendering the Premises, including, without limitation, any claims made by the succeeding tenant founded on such delay. Acceptance of Rent by Landlord following expiration of earlier termination of this Lease, or following demand by Landlord for possession of the Premises, shall not constitute a renewal of this Lease, and nothing contained in this Section shall waive Landlord's right of reentry or any other right. Additionally, if upon expiration or earlier termination of this Lease, or following demand by Landlord for possession of the Premises, Tenant has not fulfilled its obligation with respect to repairs and cleanup of the Premises or any other Tenant obligations as set forth in this Lease, then Landlord shall have the right to perform any such obligations as it deems necessary at Tenant's sole cost and expense, and any time required by Landlord to complete such obligations shall be considered a period of holding over and the terms of this Section shall apply. The provisions of this Section shall survive any expiration or earlier termination of this Lease.

3. **LANDLORD ASSISTANCE:** Sixty days after all City permits are obtained and tenant improvement construction for the interior of the Premises has begun, Landlord shall pay to Tenant a tenant improvement allowance equal to \$130,000 in cash. The Landlord will use these funds to reimburse Tenant for completed improvements, subject to the Landlord's confirmation the work has been completed. Landlord is also waiving rent for 6 months after Lease Term Commencement Date.

4. **RENT:**

- A. **Definition:** "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of this lease, except security deposit.
- B. **Payment:** Rent shall be paid to Landlord's property management consultant or other professional.
- C. **Timing:** Rent is payable in advance on the **1st day** of each calendar month and is delinquent **5 days after**.
- D. **Base Rent:** Tenant agrees to pay a monthly gross Base Rent ("Base Rent") beginning 180 days after Lease Term Commencement Date. The Base Rent schedule shall be as follows:

Year	Per Month Gross	Annual Gross
Year 1	\$10,736.40	\$128,836.80
Year 2	\$10,736.40	\$128,836.80
Year 3	\$11,380.58	\$136,567.01
Year 4	\$11,722.00	\$140,664.02
Year 5	\$12,073.66	\$144,883.94
Year 6	\$12,435.87	\$149,230.46
Year 7	\$12,808.95	\$153,707.37
Year 8	\$13,193.22	\$158,318.59
Year 9	\$13,589.01	\$163,068.15
Year 10	\$13,996.68	\$167,960.19
Year 11	\$14,416.58	\$172,999.00

Year	Per Month Gross	Annual Gross
Year 12	\$14,849.08	\$178,188.97
Year 13	\$15,294.55	\$183,534.64
Year 14	\$15,753.39	\$189,040.68
Year 15	\$16,225.99	\$194,711.90

E. **Percentage Rent:** Commencing on the Commencement Date Anniversary, Tenant will pay to Landlord, as provided below, Percentage Rent. Percentage Rent will be calculated annually commencing on the Commencement Date Anniversary, and shall be paid no later than 60 days after the end of each calendar year thereafter ("Anniversary Date"). Tenant will furnish or cause to be furnished to Landlord a statement of the Gross Sales of Tenant within thirty (30) days of the end of each Anniversary Date. Such statements will be in the form of the QuickBooks profit and loss report prepared by Tenant's accountant upon which sales taxes are paid and/or official sales tax reporting documents. Such statements will be certified as an accurate accounting of Tenant's Gross Sales by an authorized representative of Tenant. Landlord hereby acknowledges that Tenant operates on a cash basis and that its Gross Sales shall be calculated in the same manner used for sales tax reporting.

- (i) "Gross Sales" Defined. The term "Gross Sales," as used in this Lease, means the gross selling price of all merchandise and services sold in or from the Premises by Tenant, whether for cash or on credit and whether made by store personnel or by machines as reported on its official sales tax reporting documents, **excluding** therefrom the following: (a) sales taxes, excise taxes, or gross receipts taxes imposed by governmental entities on the sale of merchandise or services, but only if collected from customers separately from the selling price and paid directly to the respective governmental entities; (b) proceeds from the sale of fixtures, equipment, or other property that is not stock in trade; (c) any exchange or transfer of merchandise between stores or warehouses of Tenant or any subtenant, licensee, or concessionaire made solely for the convenient operation of Tenant's or any subtenant's, licensee's, or concessionaire's business and not to consummate a sale made in or from the Premises; (d) returns to shippers or manufacturers; (e) the amount of any cash or credit refunds to customers; (f) sums collected by Tenant and paid out by Tenant for postage, delivery and handling of merchandise; (g) the amount of returns to shippers or manufacturers; (h) sales of gift certificates, but sales purchased with gift certificates, vouchers, or the like, are included in Gross Sales; and (i) employee meals, discounts, promotions, and comps that are considered "phantom dollars" (i.e. cash that is not actually collected or received by Tenant) (collectively, "Exclusions from Gross Sales").

F. **Late Charge: Interest: Non-Sufficient Funds ("NSF") Checks:** Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within **10 calendar days** after date due, or if a check is

returned NSF, Tenant shall pay to Landlord, respectively, \$100.00 as late charge, and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a late charge or NSF fee shall not be deemed an extension of the date Rent is due, or prevent Landlord from exercising any other rights and remedies under this lease, and as provided by law. Notwithstanding the foregoing, on the first occasion during any calendar year of the Term, Landlord shall give Tenant notice of such late payment and Tenant shall have a period of five (5) business days thereafter in which to make such payment before any late charge is assessed, but, after the first such occasion during any calendar year of the Term, such late charge shall be due and payable without such prior notice.

5. **USE:** The Premises are for the sole use as specified:

- A. **Use of the Premises:** Restaurant and food or beverage services use, including the sale of alcoholic beverages for on-Premises consumption. Except with specific, prior approval of Landlord, Tenant shall not allow vending machines to be stored or remain on the sidewalk or elsewhere outside of the defined exterior of the Premises.
- B. **Exclusive Use:** Tenant shall have exclusive use of the Premises for the uses allowed under this Section, except that pursuant to Section 18, Landlord shall be allowed entry on the Premises to conduct necessary maintenance and repairs within its responsibility and as otherwise allowed under this Lease. No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws (defined hereinafter) affecting its use of the Premises.
- C. **Rules/Regulations:** Tenant agrees to comply with all rules and regulations of Landlord that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that employees and agents of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.
- D. **Refuse and Sewage:** Tenant agrees not to keep any trash, garbage, waste or other refuse on the Premises, including any designated refuse collection area in the common area, except in sanitary containers and agrees to regularly and frequently remove the same from the Premises. Tenant shall keep all containers or other equipment used for storage of such materials in a clean and sanitary condition. Tenant shall properly dispose of all sanitary sewage and shall not use the sewage disposal system for the disposal of anything except sanitary sewage. Tenant shall keep the sewage disposal system free of all obstructions and in good operating condition. Tenant shall separately contract and pay directly for its

trash disposal services. Tenant will remove any litter generated from kiosk customers and deposited either on the Premises or the train station plaza.

- E. **Hazardous Materials:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws (defined hereinafter) related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
 - F. **Hours of Business:** From and after the Commencement Date, Tenant will keep the entire Premises continuously open for business during those days and hours as are customary and usual for the type of business operated by Tenant. In any event, minimum hours every year shall be as follows: approximately 2,000 hours a year.
6. **EXTERIOR AND STORE FRONT IMPROVEMENTS.** Landlord and Tenant shall cooperate to create an indoor/outdoor design at the Premises, including without limitation possible retractable windows and/or sun shades. Landlord acknowledges and agrees that Tenant may conduct certain improvements with respect to the store front as set forth on Exhibit D, and hereby provides its consent to such improvements pending any necessary planning and building approvals.
7. **TENANT OPERATING EXPENSES:** When the Landlord has installed a sub-meter for the Premises, Tenant agrees to pay for all utilities and services billed by Landlord to Tenant. Tenant agrees to pay all other directly-billed utility charges, such as electricity and garbage. Tenant shall be responsible and directly pay for all other charges relating exclusively to the conduct of Tenant's business from the Premises, including, but not limited to, City permit fees, fees for any regulatory licenses or inspections, or other governmental charges such as unsecured business property tax, possessory interest tax, or ABC permits. The property interests created by this Lease may be subject to property taxation and Tenant, in whom the possessory interest is vested, will be responsible for the timely payment of any property taxes levied on such possessory interest. Tenant agrees to pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the state, county, city or any tax or assessment levying body against the transfer of the leasehold interest hereunder upon recordation or otherwise, or upon any activity carried on under this Lease, any interest in this Lease or any possessory right which Tenant may have in or to the Premises by reason of its use or occupancy thereof or otherwise.

Notwithstanding the foregoing, in the event there is an interruption or failure in the supply of any such utilities to the Premises for more than five (5) business days after notice to Landlord of same, Tenant's obligation to pay the Rent hereunder shall abate until utility service is restored to allow Tenant to resume normal use of the Premises. In addition, in the event there is an interruption or failure in the supply of any such utilities to the Premises for more than twenty (20) consecutive days, Tenant shall have the option to terminate this Lease with no further obligations thereunder, except for any obligations arising or indemnities for matters occurring prior to the date of such termination.

8. **SECURITY DEPOSIT:**

- A. Tenant agrees to pay Landlord an amount equal to one month's rent upon lease execution as a security deposit.
- B. All or any portion of the security deposit may be used, as reasonably necessary, to:
- (i) cure Tenant's default in payment of Rent, late charges, NSF fees, or other sums due;
 - (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant;
 - (iii) broom clean the Premises, if necessary, upon termination of tenancy;
 - (iv) cover any other unfulfilled obligation of Tenant. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 business days after written notice is delivered to Tenant. Within thirty (30) days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant.
- C. No interest will be paid on security deposit, unless required by local ordinance.

9. **PARKING:** There shall be no assigned parking spaces with this Lease.

10. **CONDITION OF PREMISES:** Subject to the Landlord's representations below, Landlord shall deliver space in its "as is" condition and with all building systems in working order.

Tenant has examined the Premises and acknowledges that Premises is clean and in operative condition, except that the HVAC and swamp cooler (makeup air) serving the Premises require replacement within two to three years of lease execution.

Tenant is responsible for the immediate notification to Landlord and City's designated property manager of maintenance, loss, damage or any other issues related to the Premises as indicated:

Maintenance Issues - Public Works, (650) 522-7300

Claims - First, Tenant insurer as stated in Lease
Secondly, the City Attorney's Department, (650) 522-7020

All other questions – City Manager's Office, (650) 522-7000

Landlord Representations. Landlord represents that: (i) it has received no written notice of any hazardous materials or substances in the Premises, Building, or on the Property as of the execution of this Lease, (ii) to the best of its knowledge, all utilities existing in the Premises (including electrical, water, telephone and sewer connections) are in good working order, (iii) to the best of its knowledge, the roof and structure of the Building are in good and sound condition and Landlord is not aware of any structural issues applicable to the Premises or the property, and (iv) to the best of its knowledge, the

Premises and the Building comply with applicable laws and regulations that were in effect at the time that each improvement, or portion thereof, was constructed. Landlord shall be responsible for all remediation, monitoring, and any costs associated with any hazardous materials released, discharged, used, stored or present at the Premises prior to the Lease Term Commencement Date or brought on to the Premises by Landlord or its agents, employees or contractors, and shall indemnify, defend and hold Tenant harmless from all costs, claims, judgments, losses, demands, causes of action, proceedings or hearings, including Tenant's reasonable attorney's fees and court costs, arising in connection therewith.

11. **ZONING AND LAND USE:** Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.
12. **MAINTENANCE:**
 - A. Tenant shall professionally maintain the interior and outdoor patio and storage shed of the Premises including heating, air conditioning, electrical, plumbing and water systems that exclusively serve the Premises, if any. If Tenant fails to maintain the interior of the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, Landlord may notify Tenant of such failure and within ten (10) business days of Tenant's continued failure to maintain, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost. Tenant is responsible for vector control and will notify Landlord of all vector control occurring in the space. Tenant shall be responsible for all expenses for maintenance, repair, replacement and all other associated expenses for all tenant improvements in the Premises, including but not limited to floors, walls, and fixtures.
 - B. Landlord shall maintain, repair and replace, at its sole cost and expense, the structural parts of the Building, which include slab, roof, foundation, columns, supports, bearing, exterior walls, and subflooring. Landlord shall also maintain, at its sole cost and expense, the common areas and exterior of the Premises. Landlord shall be responsible for any seismic upgrades or other improvements required to comply with building codes, applicable laws, covenants, or restrictions of record, regulations, and ordinances in effect as of the date of this Lease, or as may be in effect in the future, provided any such upgrades or improvements are not caused by the specific use or actions of Tenant. Landlord shall be responsible, at its sole cost and expense, to replace all major building systems. When the HVAC and swamp cooler are replaced, Landlord shall contribute \$25,000; provided Tenant shall be responsible for labor costs associated with the replacement or repair therewith.
13. **LOSS OF KEY:** Loss of any key will result in re-keying of lock with all costs to re-key paid for by Tenant.
14. **TENANT IMPROVEMENTS:** Tenant shall be responsible for all improvements essential to its business operation. Tenant shall use a city approved contractor for any core drilling, plumbing, electrical, or sewer work.

15. **ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld; provided that tenant's initial tenant improvements have been approved and any future alterations that do not affect the structure of the Building and are under \$15,000 in cost do not need Landlord consent. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a notice of non-responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises. Premises are offered in an "as is" condition. Any Tenant alterations will be made at Tenant's expense.

16. **CASUALTY DAMAGE.**

16.1. **General.** If the Premises should be damaged or destroyed by fire, flood, earthquake, tornado, or other casualty (collectively, "**Casualty**"), Tenant shall give immediate written notice therefor to Landlord. Within thirty (30) days after Landlord's receipt of such notice, Landlord shall notify Tenant whether in Landlord's estimation material restoration of the Premises can reasonably be made within one hundred eighty (180) days from the date of such notice and receipt of required permits for such notice and receipt of required permits for such restoration. Landlord's determination shall be binding on Tenant.

16.2. **Within 180 Days.** If the Premises should be damaged by Casualty to such extent that material restoration can in Landlord's estimation be reasonably completed within one hundred eighty (180) days after the date of such notice and receipt of required permits for such restoration, this Lease shall not terminate. Provided that insurance proceeds are received by Landlord to fully repair the damage, Landlord shall proceed to rebuild and repair the Premises diligently and in the manner determined by Landlord, except that Landlord shall not be required to rebuild, repair or replace any part of any alterations which may have been placed on or about the Premises or paid for by Tenant. 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 rental abatement insurance proceeds received by Landlord during the time and to extent the Premises are unfit for occupancy.

16.3. **Greater than 180 Days.** If the Premises should be damaged by Casualty to such extent that rebuilding or repairs cannot in Landlord's estimation be reasonably completed within one hundred eighty (180) days after the date of such notice and receipt of required permits for such rebuilding or repair, then Landlord shall have the option of either: (1) terminating this Lease effective upon the date of the occurrence of such damage, in which event the Rent shall be abated during the unexpired portion of this Lease; or (2) electing to rebuild or repair the Premises diligently and in the manner determined by Landlord. Landlord shall notify Tenant of its election within thirty (30) days after Landlord's receipt of notice of the damage or destruction. Notwithstanding the above, Landlord shall not be required to rebuild, repair or replace any part of any Alterations which may have been placed, on or about the Premises or paid for by Tenant. If the Premises are untenantable 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 rental abatement insurance proceeds received by Landlord during the time and to the extent the Premises are unfit for occupancy.

- 16.4. Tenant's Fault.** Notwithstanding anything herein to the contrary, if the Premises or any other portion of the Premises are damaged by Casualty resulting from the fault, gross negligence, or breach of this Lease by Tenant or any of Tenant's employees or agents, Base Rent and Percentage Rent shall not be diminished during the repair of such damage and Tenant shall be liable to Landlord for the cost and expense of the repair and restoration of the Premises caused thereby to the extent such cost and expense is not covered by insurance proceeds.
- 16.5. Insurance Proceeds.** Notwithstanding anything herein to the contrary, if the Premises or building are damaged or destroyed and are not fully covered by the insurance proceeds received by Landlord or if 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 Landlord shall have the right to terminate this Lease by delivering written notice of termination to Tenant within thirty (30) days after the date of notice to Landlord that said damage or destruction is not fully covered by insurance or such requirement is made by any other such holder, as the case may be, whereupon this Lease shall terminate, provided that all similarly situated leases shall be simultaneously terminated.
- 16.6. Waiver.** This Section shall be Tenant's sole and exclusive remedy in the event of damage or destruction to the Premises. As a material inducement to Landlord entering into this Lease, Tenant hereby waives any rights it may have under Sections 1932, 1933(4), 1941 or 1942 of the Civil Code of California with respect to any destruction of the Premises, Landlord's obligation for tenantability of the Premises and Tenant's right to make repairs and deduct the expenses of such repairs, or under any similar law, statute or ordinance now or hereafter in effect.
- 16.7. Tenant's Personal Property.** In the event of any damage or destruction of the Premises, under no circumstances shall Landlord be required to repair any injury or damage to, or make any repairs to or replacements of, Tenant's personal property (or property of Tenant's guest or licensees).
- 17. GOVERNMENT IMPOSED ALTERATIONS:** Any alterations to the Premises required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations to the Premises or Property required by Law.
- 18. ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that twenty-four (24) hours' written notice shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice. Landlord's entry shall not disrupt or interfere with Tenant's use of the Premises or the conduct of its business therefrom.

19. **SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the thirty (30)-day period preceding the termination of the agreement. Tenant may install signs in conformance with the City's sign ordinance.
20. **SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Landlord's response to a request for an assignment or sublet shall be provided within 60 days of request thereof, except during the months of June, July, and August, Landlord shall have up to ninety (90) days to respond to a request for an assignment or sublet, and such consent shall not be withheld if the proposed assignee or sublessee (i) agrees to the terms and conditions of this Lease, (ii) has the financial wherewithal to meet the obligations of tenant under this Lease, (iii) will use the Premises for the permitted use or some other use acceptable to Landlord, and (iv) is experienced in the restaurant industry; (v) is creditworthy; and (vi) will operate a family-oriented restaurant. Unless such consent is obtained and except for Permitted Transfers (defined below), any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of Law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this Lease. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement. In the event of an assignment of the Lease, Tenant shall be fully released from this Lease and Guarantors shall be fully released from the personal guaranty.
- A. **Permitted Transfers.** Notwithstanding anything to the contrary in this Lease, Tenant may assign this Lease or sublet the Premises or a portion thereof, without Landlord's consent, but with prior written notice to Landlord, to a Tenant Affiliate (defined below) (each a "Permitted Transfer") provided that (a) in an assignment, the assignee assumes, in full, the obligations of Tenant under this Lease and in the case of a sublease, the sublessee assumes the obligation of Tenant with respect to the space subleased, and (b) the use of the Lease by such transferee conforms with the requirements of this Lease. For purposes hereof, the term "Tenant Affiliate" means (i) any corporation, partnership, individual or other entity which controls, is controlled by or is under common control with Tenant (control being defined for such purposes as ownership of at least 50% of the equity interests in, and the power to direct the management of, the relevant entity) or (ii) any corporation, partnership, individual or other entity resulting from a merger or consolidation with Tenant, or a reorganization of Tenant, or (iii) any person or entity which acquires substantially all the assets of Tenant or all of the assets of Tenant at the Premises, as a going concern.
- B. If Landlord consents to any assignment of this lease or any sublease, Tenant in consideration therefor, shall pay to City, as additional rent:

- (i) in the case of a sublease, fifty percent (50%) of, any excess rent payable under the sublease to Tenant by the subtenant which is in excess of the fixed rent and additional rent accruing during the Term of the sublease in respect of the subleased space less any reasonable tenant improvement allowance or other economic concession (e.g., space planning allowance, moving expenses, free or reduced rent periods, etc.), any advertising costs and brokerage commissions associated with such assignment or sublease, reasonable attorney's fees, and cleaning expenses. The sums payable under this subparagraph shall be paid to Landlord as and when payable by the subtenant to the Tenant.

- 21. **GUARANTY:** Guarantors (defined in Exhibit C) personally and unconditionally: (a) guarantee to Landlord and its successors and assigns that they will punctually pay and perform each and every undertaking, agreement and covenant set forth in this Lease upon failure by Tenant to do so; and (b) agree to be personally bound by, and personally liable for the breach of, each and every provision in this Lease. Guarantors consent and agree that (a) they must render any payment or performance required under this Lease upon demand if the Tenant fails or refuses punctually to do so; (b) their liability will not be contingent or conditioned upon Landlord's pursuit of any remedies against the Tenant or any other person; (c) their liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Landlord may periodically grant to the Tenant or to any other person, including, without limitation the acceptance of any partial payment or performance or the compromise or release of any claims and no such indulgence shall in any way modify or amend Guarantors' obligation; and (d) this guaranty will continue and is irremovable during the term of this Lease and, if required by this Lease, after its termination or expiration. If Landlord is required to enforce this guaranty in any judicial or arbitration proceeding or any appeals, the Guarantors must reimburse Landlord for its enforcement costs. Enforcement costs include reasonable accountants', attorneys', attorney's assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, arbitration filing fees, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this guaranty.
- 22. **POSSESSION:** If Landlord is unable to deliver possession of Premises on Lease Term Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. If Landlord is unable to deliver possession within ninety (90) **calendar days** after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
- 23. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: (a) give Landlord all copies of all keys or opening devices to Premises, including restroom, storage and any common areas; (b) vacate Premises and surrender it to Landlord empty of all persons and personal property; (c) vacate all parking and storage spaces; (d) deliver Premises to Landlord in the same condition as referenced in Section 10 wear and tear and casualty and condemnation excepted; (e) clean Premises; and (f) give written notice to Landlord of Tenant's forwarding address. All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made

available to Tenant, provided Landlord provides notice to Tenant at the time of its approval or at the time of Tenant's notice to Landlord of alterations that do not require Landlord's approval, of Landlord's requirement of removal at the expiration or termination of this Lease.

24. DEFAULT:

- A. Event of Default:** The occurrence of any of the following shall constitute an Event of Default of this Lease by Tenant: ("Event of Default")
- (i) The failure of Tenant to pay or cause to be paid within ten (10) days after receipt of written notice from Landlord, any Rent or charges required by this Lease to be paid by Tenant;
 - (ii) The abandonment of the Premises by Tenant for more than thirty (30) consecutive days, except in the case of temporary closures due to an event of casualty, condemnation, remodels, or in Force Majeure events such as strikes, lockouts, labor disputes, inability to procure materials, power failure, or events of a similar nature;
 - (iii) The failure of Tenant to do or cause to be done any act, other than payment of Rent, monies, or charges, required by this Lease within thirty (30) days after written notice thereof to Tenant or such longer period as may be reasonably required to complete such cure so long as such cure is promptly commenced within such thirty (30)-day period and thereafter diligently and continuously prosecuted to completion;
 - (iv) Tenant causing, permitting, or suffering, without the prior written consent of Landlord, any act when this Lease requires Landlord's prior written consent or prohibits such act, and failing to cure such act within ten (10) days after written notice thereof to Tenant; or
 - (v) Any act of bankruptcy caused, suffered, or permitted by Tenant that is not discharged within sixty (60) days. For the purposes of this Lease, "act of bankruptcy" shall include any of the following: i) Any general assignment or general arrangement for the benefit of creditors; ii) the filing of any petition by or against Tenant to have Tenant adjudged a bankrupt; iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets; iv) the attachment, execution, or other judicial seizure of substantially all of Tenant's assets;
 - (vi) The failure of Tenant to maintain insurance coverage as required in Section 28 of this Lease.
- B. Landlord Action in Event of Default:** In the event of a Tenant default beyond any applicable cure period in the payment of any installment of Rent, which default continues for ten (10) days after notice to Tenant and demand in writing by Landlord to correct such default, or, in the event of any other default which continues for thirty (30) days after written notice from Landlord to Tenant or such longer period as allowed in Section 14(A)(iii), or if Tenant abandons the Premises for more than thirty (30) consecutive days, except in the case of temporary closures due to an event of casualty, condemnation, remodels, or in Force Majeure events such as strikes, lockouts, labor disputes, inability to procure materials, power failure, or events of a similar nature, prior to the expiration of the Term provided for in this agreement, the Landlord may at his option pursue the default remedies contained in this Lease.

C. **Default Remedies:** If an Event of Default shall occur and continue, then in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Lease and bring suit against Tenant and recover as an award in such suit, the following:

- (i) the worth at the time of award of the unpaid Rent and all other sums due hereunder which had been earned at the time of termination;
- (ii) the worth at the time of award of the amount by which the unpaid Rent and all other sums due hereunder which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided;
- (iii) the worth at the time of award of the amount by which the unpaid Rent and all other sums due hereunder for the balance of the Term after termination exceeds the amount of such rental loss that Tenant proves could be reasonably avoided;
- (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease; and
- (v) such amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable California Law.

25. **LIENS:** Tenant shall at all times keep the Premises, free from liens arising out of or related to work or services performed, materials or supplies furnished or obligations incurred by or on behalf of Tenant or in connection with work made, suffered or done by or on behalf of Tenant in or on the Premises. If Tenant 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, Landlord 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 Landlord shall deem proper, including payment of the claim giving rise to such lien. All sums paid by Landlord on behalf of Tenant and all expenses incurred by Landlord in connection therefor shall be payable to Landlord by Tenant on demand with interest at the applicable interest rate as additional Rent. Landlord shall have the right at all times to post and keep posted on the Premises any notices permitted or required by Law, or which Landlord shall deem proper, for the protection of Landlord, the Premises, and any other party having an interest therein, from mechanics' and materialmen's liens, and Tenant shall give Landlord not less than ten (10) business days' prior written notice of the commencement of any work in the Premises which could lawfully give rise to a claim for mechanics' or materialmen's liens to permit Landlord to post and record a timely notice of non-responsibility, as Landlord may elect to proceed or as the Law may from time to time provide, for which purpose. If Landlord shall so determine, Landlord may enter the Premises. Tenant shall not remove any such notice posted by Landlord without Landlord's consent, and in any event not before completion of the work which could lawfully give rise to a claim for mechanics' or materialmen's liens.

26. **CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.

27. **INDEMNIFICATION:** Except as may be caused by the negligence, gross negligence, or willful misconduct of Landlord, its representatives, contractors, agents, and employees, Tenant agrees to indemnify, and hold harmless Landlord, and its elected and appointed officials, agents, and employees, from any and all liabilities, claims, demands, actions, losses, damages, and costs, including all costs of defense thereof and any award of reasonable attorneys fees (as determined by a court of competent jurisdiction), caused by, arising out of, or in any way related to Tenant's use or occupancy of the Premises. Tenant agrees to defend landlord against any such claims.

Subject to the previous paragraph, Landlord agrees to indemnify, and hold harmless Tenant, and its owners and employees, from any and all liabilities, claims, demands, actions, losses, damages, and costs, including all costs of defense thereof and any award of reasonable attorneys fees (as determined by a court of competent jurisdiction), caused by, arising out of, or in any way related to the Landlord's and its representatives' negligence, gross negligence, or willful misconduct or related to the Property (other than the Premises) and the common areas. Landlord agrees to defend Tenant against any such claims.

28. **INSURANCE:** Tenant shall procure and maintain for the duration of the Lease the insurance described in Exhibit D. The cost of such insurance shall be borne by the Tenant.
29. **TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within fifteen (15) days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser.
30. **LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement which accrue after the date of transfer, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
31. **SUBORDINATION:** Provided that Tenant obtains reasonable assurances of nondisturbance, this Lease shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this Lease

shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.

32. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate in all material respects. Tenant authorizes Landlord and broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement.

33. **DISPUTE RESOLUTION:**

- A. **Mediation:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this Lease, or any resulting transaction, before resorting to court action, subject to Section 33(B) below. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.
- B. **Exclusions From Mediation:** The following matters are excluded from mediation hereunder:
- (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985;
 - (ii) an unlawful detainer action;
 - (iii) the filing or enforcement of a mechanic's lien;
 - (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and
 - (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation provision.

34. **NOTICE:** Notices may be served by certified mail or courier at the following address or location or at any other location subsequently designated:

To LANDLORD: Kathy Kleinbaum
Assistant City Manager
City of San Mateo
330 W 20th Avenue
San Mateo, CA 94403

With a copy to the City's Property Manager
Attention: Brett Barron
Capital Realty Group
1200 Howard Avenue, Suite 204
Burlingame, CA 94010

To: TENANT

Rise Wood-Fired LLC, dba Rise Wood-Fired
Attn: Alireza Zahedirad
1451 Burlingame Avenue
Burlingame, CA 94010

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; or written acknowledgement of notice.

35. **WAIVER:** The waiver of any Event of Default shall not be construed as a continuing waiver of the same Event of Default or a waiver of any subsequent Event of Default.
36. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:** Exhibit A – Depiction of Premises; Exhibit B – Store Front Improvements; Exhibit C – Personal Guarantee; Exhibit D – Insurance Requirements.
37. **NONDISCRIMINATION:** The Tenant herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the Tenant himself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the Premises.
38. **BROKERAGE:** Cushman & Wakefield U.S., Inc is acting solely as broker for the Tenant ("Tenant's Broker") and Capital Realty Group is acting solely as broker for Landlord ("Landlord's Broker"). Upon full execution of this Lease by both parties, Landlord shall pay to Landlord's Broker and Landlord's Broker shall pay Tenant's Broker a fee for brokerage services rendered by it in this transaction provided for in separate written agreements between Landlord and Landlord's Broker and Landlord's Broker and Tenant's Broker. The parties represent and warrant to each other that the Landlord's Broker and Tenant's Broker are the only agents, brokers, finders or other similar parties with whom either party has had any dealings in connection with the negotiation of this Lease and the consummation of the transaction contemplated hereby. Each party hereby agrees to indemnify, defend and hold the other free and harmless from and against liability for compensation or charges which may be claimed by any agent, broker, finder or other similar party in connection with this Lease.
39. **ENTIRE CONTRACT:** All prior agreements between Landlord and Tenant are incorporated in this Lease, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this Lease constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any amendment to this Lease must be in writing.
40. **SEVERABILITY:** Any provision of this Lease that is held to be invalid shall not affect the validity or enforceability of any other provision in this Lease.

41. **BINDING ON SUCCESSORS:** This Lease shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.
42. **FORCE MAJEURE.** If performance by a party of any portion of this Lease is made impossible by any prevention, delay, or stoppage caused by strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes for those items, government actions, civil commotions, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform ("Force Majeure"), performance of that party for period equal to the period of that prevention, delay, or stoppage is excused. Tenant's obligation to pay Rent, however, is not excused by this Section. Either party shall have the right to terminate this Lease in the event of Force Majeure for a consecutive twelve (12) month period.
43. **SURRENDER OF PREMISES.** Tenant shall, upon expiration or sooner termination of this Lease, surrender the Premises to Landlord in the same condition as existed on the date Tenant originally took possession thereof, including, but not limited to, all interior walls cleaned, all interior painted surfaces repainted in the original color, all holes in walls repaired, all carpets shampooed and cleaned, all floors cleaned, waxed, and free of any Tenant-introduced marking or painting, all to the reasonable satisfaction of Landlord. Tenant shall remove all of its debris from the Premises. All keys to the Premises or any part thereof shall be surrendered to the Landlord upon expiration or sooner termination of the Term. Tenant shall give written notice to Landlord at least thirty (30) days prior to vacating the Premises and shall meet with Landlord for a joint inspection of the Premises at the time of vacating, but nothing contained herein shall be construed as an extension of the Term or as a consent by Landlord to any holding over by Tenant. In the event of Tenant's failure to give such notice or participate in such joint inspection, Landlord's inspection at or after Tenant's vacating the Premises shall conclusively be deemed correct for purposes of determining Tenant's responsibility for repairs and restoration. Any delay caused by Tenant's failure to carry out its obligations under this Section beyond the term hereof, shall constitute unlawful and illegal possession of Premises.
44. **CONTINUOUS OPERATION.** If, subsequent to commencing the operation of Tenant's business from within the Premises, Tenant ceases the operation of its business from within the Premises for its permitted use for more than thirty (30) consecutive days, except in the case of temporary closures due to an event of casualty, condemnation, remodels, or in Force Majeure events such as strikes, lockouts, labor disputes, inability to procure materials, power failure, or events of a similar nature, Landlord shall have the right to recapture possession of the Premises and terminate this Lease by providing Tenant with written notice of Landlord election to do so (hereinafter referred to as the "**Recapture Notice**"). This lease shall terminate on the date set forth in the Recapture Notice, which date shall in any event be within thirty (30) days of the date of the Recapture Notice (the "**Recapture Date**"), provided, however, nothing in this Section shall release Tenant from its obligation to pay Landlord all payments of Rent due under the terms of this Lease prior to Recapture Date. If the Recapture Date occurs within the first five (5) years of the Term, Tenant shall reimburse the Landlord the unamortized amount of leasing commissions incurred by Landlord under this Lease, amortized over the initial term of this Lease. Subject to the foregoing, upon the Recapture Date: (i) all obligations of both parties shall terminate, and (ii) the Lease shall have no further force or effect.

45. **ACCORD AND SATISFACTION.** No payment by Tenant of a lesser amount than the total Rent due 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 Landlord may accept such payment without prejudice to Landlord's right to recover the balance of such Rent or to pursue other remedies. All offers by or on behalf of Tenant of accord and satisfaction are hereby rejected in advance.
46. **GOVERNING LAW AND VENUE.** This Lease, the contract documents, and the performance hereon shall be governed, interpreted, construed, and regulated by the laws of the State of California. The parties agree that any action related to this Lease will be venued in the County of San Mateo.
47. **COSTS AND ATTORNEY FEES:** Attorney fees in total amount not exceeding \$5000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this Lease. The above \$5000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this provision that neither party shall have to pay the other more than \$5000 for attorney fees arising out of an action, or actions to enforce the provisions of this Lease.
48. **MEDIATION.** Should any dispute arise out of this Lease, any party may request that it be submitted to mediation. The parties shall meet in mediation within thirty (30) days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a blind draw.
49. **EXAMINATION OF LEASE.** Submission of this Lease to Tenant does not constitute an option or offer to lease and this Lease is not effective otherwise until execution and delivery by both Landlord and Tenant.
50. **QUIET ENJOYMENT.** Landlord covenants and agrees with Tenant that upon Tenant's observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed under this Lease, Tenant may peaceably and quietly occupy and enjoy the Premises without hindrance or molestation from Landlord or any other persons. In the event the Property on which the Premises is located, including without limitation the train station, is closed to the public or Landlord directed construction disrupts or blocks Tenant's continued and successful use of the Premises, (i) the Rent payable hereunder during the period in which the Premises are untenable or the train station is shut down shall be abated proportionately, and (ii) Tenant shall have the right to terminate this Lease after thirty (30) days of such disruption.
51. **COUNTERPART SIGNATURES.** This Lease may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. Scanned and electronically mailed or facsimile signatures shall have the same force and effect as original signatures.
52. **CIVIL CODE SECTION 1938 ADVISORY.** Landlord hereby advises Tenant that the Premises has not been inspected by a Certified Access Specialist.

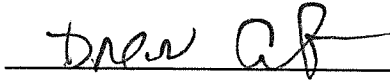
53. **RESTRICTIONS ON COMPETITORS.** During the Term, Landlord will not, without the prior written consent of Tenant, enter into any direct lease or license of space at the Property with any other tenant that sells wood-fired pizza/flat bread.

[SIGNATURE PAGE FOLLOWS]

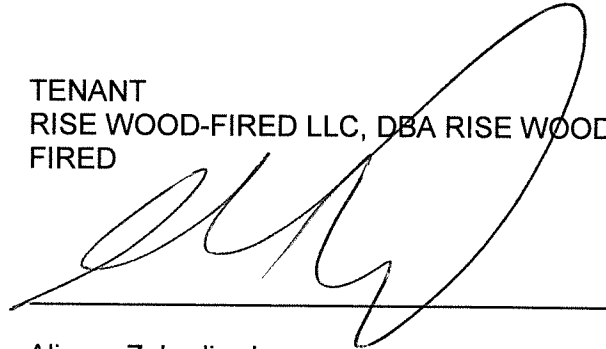
IN WITNESS WHEREOF, CITY OF SAN MATEO and Rise Wood-Fired LLC, dba Rise Wood-Fired have executed this Agreement the day and year first above written.

LANDLORD
CITY OF SAN MATEO

TENANT
RISE WOOD-FIRED LLC, DBA RISE WOOD-
FIRED

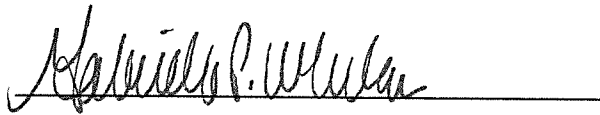


Drew Corbett
City Manager



Alireza Zahedirad
Member

APPROVED AS TO FORM



Gabrielle Whelan
Assistant City Attorney

Lease Exhibits:

- Exhibit A:** Depiction of Premises
- Exhibit B:** Store Front Improvements; Kiosk
- Exhibit C:** Personal Guaranty
- Exhibit D:** Insurance Requirements for Tenant

Architectural site plan of the Pato and North Buildings. The plan shows the layout of the North Building, Pato, and various surrounding areas including parking lots, roads (Transit Center Way, First Avenue), and utility features like water meters and manholes. A north arrow is present in the upper left corner.

160 SF Kiosk to be installed by Tenant

Premises consists of existing structures and kiosk.

The floor plan illustrates the layout of the Grand Terminal Mall, a large indoor shopping and transit center. Key features include:

- Transit Area:** The Cal Train Southbound Platform is located on the left side, with a Ticket Booth and Ticket Counter nearby.
- Shopping and Dining Areas:** The plan is divided into several sections, including the Northern Grand Terminal Mall, Southern Dining Mall, and the Terminal Patio.
- Service and Amenities:** Various service areas are marked, such as the Ticket Office, Ticket Counter, Men's and Women's restrooms, and a Ticket Booth.
- Entrances and Exits:** The plan shows multiple entrances and exits, including the Grand Terminal Mall entrance and the Grand Terminal Mall exit.
- Structural Details:** The plan includes architectural details such as walls, doors, and furniture, providing a comprehensive view of the mall's interior.

RISE
PIZZERIA

EXHIBIT A

010101

TOTAL 5 607 SF

このように、 \mathcal{H}_1 と \mathcal{H}_2 の両方に属するものは、 \mathcal{H}_1 と \mathcal{H}_2 の両方に属するものの集合である。これを、 \mathcal{H}_1 と \mathcal{H}_2 の共通部分とよぶ。これを、 $\mathcal{H}_1 \cap \mathcal{H}_2$ と表す。

EXHIBIT B
Store Front Improvements:
Kiosk

- (1) opening up access to the patio area by replacing the current windows with sliding doors,
- (2) cosmetic improvements to the patio such as a rustic wood framing of the patio, market lights, signature patio fire pit in center and vegetation, glass panels on train side for noise/protection,
- (3) building out a kiosk for use by restaurant and train patrons
- (4) paint front façade to help public identify restaurant space from the larger surroundings of the train station

EXHIBIT C
Personal Guaranty

GUARANTY OF LEASE

WHEREAS, Rise Wood-Fired LLC, dba Rise Wood-Fired, hereinafter "Lessee", and City of San Mateo, hereinafter "Lessor", are about to execute a document entitled "Lease" dated 4/17/2019 concerning the premises commonly known as One Transit Center Way, San Mateo, California wherein Lessor will lease the premises to Lessee, and

WHEREAS, Alireza Zahedirad and Susan Payrovi hereinafter "Guarantors" have a financial interest in Lessee, and

WHEREAS, Lessor would not execute the Lease if Guarantors did not execute and deliver to Lessor this Guaranty of Lease.

NOW THEREFORE, in consideration of the execution of said Lease by Lessor and as a material inducement to Lessor to execute said Lease, Guarantors hereby jointly, severally, unconditionally and irrevocably guarantee the prompt payment by Lessee of all rents and all other sums payable by Lessee under said Lease and the faithful and prompt performance by Lessee of each and every one of the terms, conditions and covenants of said Lease to be kept and performed by Lessee.

It is specifically agreed by Lessor and Guarantors that: (i) the terms of the foregoing Lease may be modified by agreement between Lessor and Lessee, and (ii) said Lease may be assigned by Lessor or any assignee of Lessor without the consent of or notice to Guarantors and that this Guaranty shall guarantee the performance of said Lease as so modified.

This Guaranty shall not be released, modified or affected by the failure or delay on the part of Lessor to enforce any of the rights or remedies of the Lessor under said Lease.

No notice of default by Lessee under the Lease need be given by Lessor to Guarantors, it being specifically agreed that the guarantee of the undersigned is a continuing guarantee under which Lessor may proceed immediately against Lessee and/or against Guarantors following any breach or default by Lessee beyond any applicable notice and cure periods or for the enforcement of any rights which Lessor may have as against Lessee under the terms of the Lease or at law or in equity.

Lessor shall have the right to proceed against Guarantors following any breach or default by Lessee under the Lease without first proceeding against Lessee and without previous notice to or demand upon either Lessee or Guarantors, except as otherwise provided in the Lease.

Guarantors hereby waive (a) notice of acceptance of this Guaranty, (b) demand of payment, presentation and protest, (c) reserved, (d) any right to require the Lessor to proceed against the Lessee or any other Guarantor or any other person or entity liable to Lessor under the Lease, (e) any right to require Lessor to apply to any default any security deposit or other security it may hold under the Lease, (f) any right to require Lessor to proceed under any other remedy Lessor may have before proceeding against Guarantors, (g) any right of subrogation that Guarantors may have against Lessee.

Guarantors do hereby subordinate all existing or future indebtedness of Lessee to Guarantors to the obligations owed to Lessor under the Lease and this Guaranty.

If a Guarantor is married, such Guarantor expressly agrees that recourse may be had against his or her separate property for all of the obligations hereunder.

The obligations of Lessee under the Lease to execute and deliver estoppel statements and financial statements, as therein provided, shall be deemed to also require the Guarantors to provide estoppel statements and financial statements to Lessor. The failure of the Guarantors to provide the same to Lessor within fifteen (15) days after written notice of such failure, shall constitute a default under the Lease.

The term "Lessor" refers to and means the Lessor named in the Lease and also Lessor's successors and assigns. So long as Lessor's interest in the Lease, the leased premises or the rents, issues and profits therefrom, are

subject to any mortgage or deed of trust or assignment for security, no acquisition by Guarantors of the Lessor's interest shall affect the continuing obligation of Guarantors under this Guaranty which shall nevertheless continue in full force and effect for the benefit of the mortgagee, beneficiary, trustee or assignee under such mortgage, deed of trust or assignment and their successors and assigns.

The term "Lessee" refers to and means the Lessee named in the Lease and also Lessee's successors and assigns. Pursuant to the terms of the Lease, in the event of an assignment of the Lease, Guarantors shall be fully released from this Guaranty.

Any recovery by Lessor from any other guarantor or insurer shall first be credited to the portion of Lessee's indebtedness to Lessor which exceeds the maximum liability of Guarantors under this Guaranty.

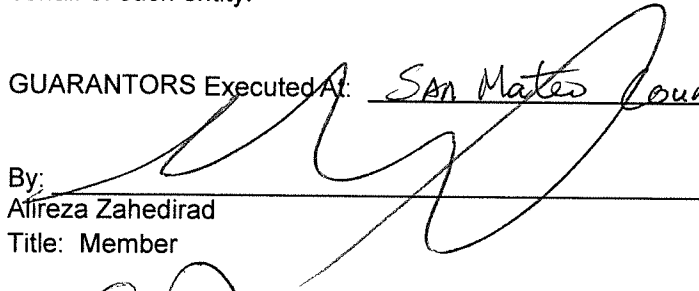
No provision of this Guaranty or right of the Lessor can be waived, nor can the Guarantors be released from their obligations except in writing signed by the Lessor.

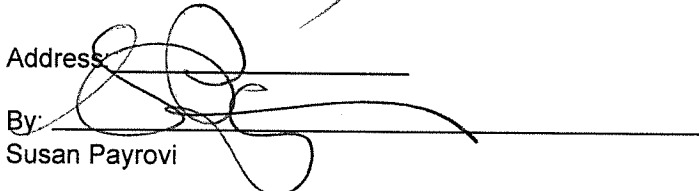
Any litigation concerning this Guaranty shall be initiated in a state court of competent jurisdiction in the county in which the leased premises are located and the Guarantors consent to the jurisdiction of such court. This Guaranty shall be governed by the laws of the State in which the leased premises are located and for the purposes of any rules regarding conflicts of law the parties shall be treated as if they were all residents or domiciles of such State.

In the event any action be brought by said Lessor against Guarantors hereunder to enforce the obligation of Guarantors hereunder, the unsuccessful party in such action shall pay to the prevailing party therein a reasonable attorney's fee. The attorney's fee award shall not be computed in accordance with any court fee schedule, but shall be such as to full reimburse all attorneys' fees reasonably incurred.

If any Guarantor is a corporation, partnership, or limited liability company, each individual executing this Guaranty on said entity's behalf represents and warrants that he or she is duly authorized to execute this Guaranty on behalf of such entity.

GUARANTORS Executed At: San Mateo County On 04/17/19

By: 
Alireza Zahedirad
Title: Member

Address: _____
By: 
Susan Payrovi

Title: Member

Address: 1451 Burlingame Ave, Burlingame, CA

Exhibit D:
Insurance Requirements for Tenant

Tenant shall procure and maintain for the duration of the lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Tenant's operation and use of the leased premises. The cost of such insurance shall be borne by the Tenant.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease. (This applies to tenants with employees).
3. **Property insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.
4. **Liquor Liability** The general liability insurance shall include host liquor liability coverage. The Renter must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol.

If the Tenant maintains broader coverage and/or higher limits than the minimums shown above, the Landlord requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Landlord.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Landlord, its elected and appointed officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Tenant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance (at least as broad as ISO Form CG 20 10).

Primary Coverage

For any claims related to this agreement, the Tenant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Landlord, its elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the Landlord, its elected and appointed officials, employees, or volunteers shall be excess of the Tenant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Landlord.

Waiver of Subrogation

Tenant hereby grants to Landlord a waiver of any right to subrogation which any insurer of said Tenant may acquire against the Landlord by virtue of the payment of any loss under such insurance. Tenant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Landlord has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Landlord.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Landlord. At the option of the Landlord, either: the Tenant shall obtain coverage to reduce or eliminate such self-insured retentions as respects the Landlord, its officers, officials, employees, and volunteers; or the Tenant shall provide a financial guarantee satisfactory to the Landlord guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Landlord.

Verification of Coverage

Tenant shall furnish the Landlord with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Landlord before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Lessee's obligation to provide them. The Landlord reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time. **We strongly recommend** obtaining a copy of the policy declarations and endorsement page (make this a requirement in your Contract) to facilitate verification of coverages and spot any undesirable policy limitations or exclusions.

Special Risks or Circumstances

Landlord reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

EXHIBIT B

MEMORANDUM OF LEASE TERM COMMENCEMENT

THIS MEMORANDUM OF LEASE TERM COMMENCEMENT (the "Memorandum"), made _____, 2019, by and between the City of San Mateo ("Landlord") and Rise Wood-Fired LLC ("Tenant"), a California limited liability company.

RECITALS

WHEREAS, Tenant and Landlord entered into that certain lease dated April 17, 2019 (the "Lease"), pursuant to which Landlord leased to Tenant approximately 3,890 rentable square feet space located in the North Building of the Downtown San Mateo Transit Center at One Transit Center Way, San Mateo, California (the "Premises"); and

WHEREAS, the parties desire to establish certain dates under the Lease which are based on timing requirements for the Lease Term Commencement outlined in Section 2 A of the Lease.

NOW THEREFORE, the parties agree as follows:

:

1. Lease Term Commencement Date. The Lease Term Commencement Date is _____.
2. Rent Commencement Date. The Rent Commencement Date is _____.
3. Expiration Date. The Expiration Date is _____ which is the expiration of the Original Term of the Lease, subject to termination or extension pursuant to the Lease.
4. Lease Year. The first Lease Year commenced on _____ and ends on _____. Each subsequent Lease Year commences on (month and day) and ends on (month and day) (subject to termination or extension pursuant to the Lease), except that the last Lease Year of the term of the Lease shall end on (month and day).
5. Option to Extend. Lessee has the following rights to extend the Term based on the Expiration Date in the Lease:

Option	Period	Last Date for Notice
Option 1	5 years	
Option 2	5 years	

6. Miscellaneous. This Memorandum is intended to amend and modify the Lease. Capitalized terms used but not otherwise defined herein shall have the same meaning ascribed to them in the Lease. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors. This Memorandum shall be governed by and construed in accordance with the laws of the state in which the Premises is located. In the event of conflict or inconsistency between

the provisions of this Memorandum and any provisions of the Lease, the provisions of this Memorandum shall govern. Except as set forth in this Memorandum, all of the terms and conditions of the Lease shall continue in full force and effect throughout the term of the Lease.

IN WITNESS WHEREOF, the parties hereto have duly executed this Memorandum as of the date first above written.

LANDLORD

TENANT

CITY OF SAN MATEO

RISE WOOD-FIRED, LLC

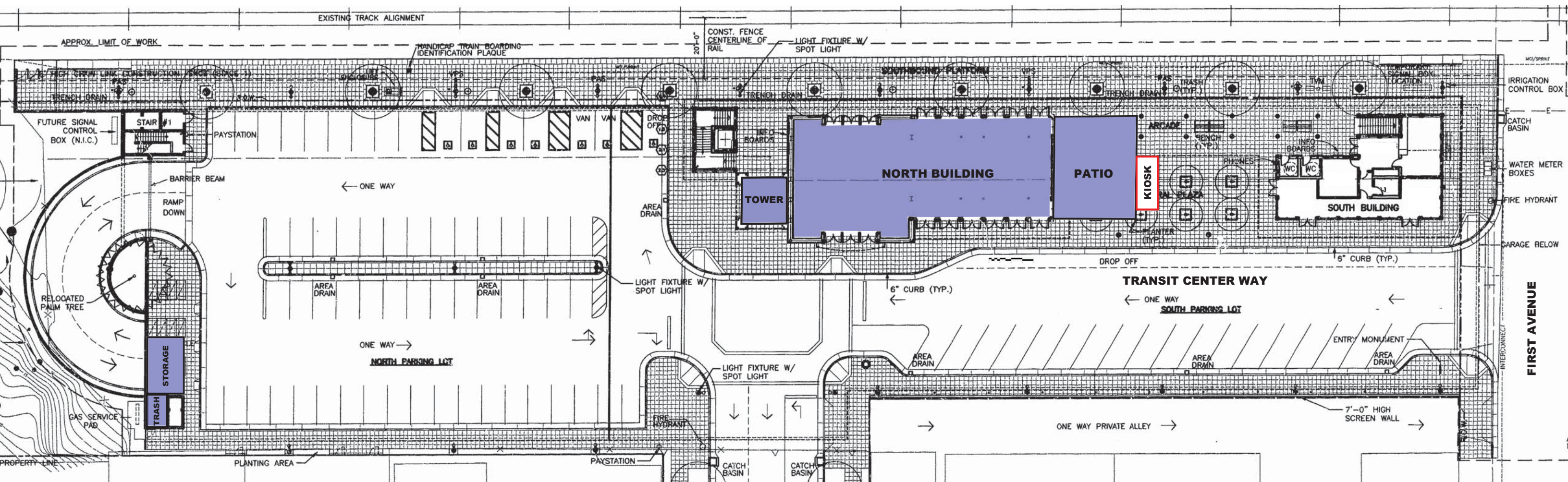
By _____
Drew Corbett, City Manager

By _____
Omid Zahedi, Member

Approved as to Form:

Gabrielle Whelan
Assistant City Attorney

EXHIBIT C-1
Amended Description of Premises



- LEGEND:**
- Existing Premises
 - 160 SF Kiosk by Tenant

EXHIBIT D

DESCRIPTION OF TENANT IMPROVEMENTS

Base Building Interior Premises:

- Demolition of ALL interior partitions, ceilings, flooring, finishes and fixtures.
- Demolition of Second Floor including, but not limited to:
 - elevator, stairs, floor framing, structural steel, and HVAC system.
- Installation of all new walls, ceilings, soffits, including, but not limited to:
 - Relocation of restrooms to South wing.
 - New bar, back bar and wine storage display at South side of Main Hall.
 - New Open Kitchen with wood fired grill/roisserie and pizza ovens.
 - New Dining Area and restoration of original chandeliers.
 - New Prep Kitchen and Walk-in Cooler with Glycol Beer System to Bar.
- Installation of new low flow plumbing fixtures throughout.
- New Mechanical including:
 - exhaust at new restrooms
 - exhaust hood at wood fire grill
 - exhaust hood at prep kitchen
 - exhaust for pizza ovens
 - make-up air for above units
- New Electrical including Title 24 upgrades throughout

Unforeseen Base Building Interior Premises Improvements:

- Added stair to clock tower for access.
- Replacement of old HVAC unit with a new system at clock tower (to use existing ducts as originally designed)
- Fire sprinkler upgrades to correct non-code-compliant conditions.
- New access hatch and ladder to roof

Additional Areas of Premises Improvements:

- Clean, paint, rat-proofing of (e) Storage Shed and Trash Room.
- Patio Improvements:
 - Remove existing decking, railing and electrical stub-outs (for table top cooking)
 - Replace fixed windows at Plaza with operable windows.
 - Add 124 sf to existing patio area.
 - Add 160 sf kiosk/container for bar/breakfast service.

- New 552 sf covered structure over Patio (including skylights, lighting and fire sprinklers)
- Heat lamps and fire pit
- New partition walls and glass enclosure at perimeter with doors and operable windows.

Additional Improvements by Tenant:

- New food service equipment including custom-built pizza ovens from Italy and wood fire grill/roisserie
- New world-class artisan bar fixtures
- New light fixtures and furnishings throughout
- New phone and data system
- New wifi system
- Updated security alarm and CCTV
- New Signage at Interior and Exterior

EXHIBIT E
Personal Guaranty

AMENDED AND RESTATED GUARANTY OF LEASE

WHEREAS, Rise Wood-Fired LLC dba Rise Pizza, hereinafter "Lessee", and City of San Mateo, hereinafter "Lessor", executed a document entitled "Lease" dated April 17, 2019 concerning the premises commonly known as One Transit Center Way, San Mateo, California wherein Lessor will lease the premises to Lessee, and

WHEREAS, Alireza Zahedirad and Susan Payrovi hereinafter "Guarantors" have a financial interest in Lessee, and

WHEREAS, Lessor would not have executed the Lease if Guarantors did not execute and deliver to Lessor a Guaranty of Lease, dated April 17, 2019 ("original Guaranty").

WHEREAS, the original Guaranty referenced "Rise Wood-Fired LLC" instead of "Rise Wood-Fire LLC;"

WHEREAS, the correct name of the Lessee is "Rise Wood-Fire, LLC" and the parties wish to correct this error;

WHEREAS, the parties are entering into a First Amendment to the Lease, and in connection therewith wish to amend and restate the original Guaranty of Lease in its entirety by execution of this Guaranty;

NOW THEREFORE, in consideration of the execution of said Lease, as amended, by Lessor and as a material inducement to Lessor to execute said Lease, Guarantors hereby jointly, severally, unconditionally and irrevocably guarantee the prompt payment by Lessee of all rents and all other sums payable by Lessee under said Lease and the faithful and prompt performance by Lessee of each and every one of the terms, conditions and covenants of said Lease to be kept and performed by Lessee.

It is specifically agreed by Lessor and Guarantors that: (i) the terms of the foregoing Lease may be modified by agreement between Lessor and Lessee, and (ii) said Lease may be assigned by Lessor or any assignee of Lessor without the consent of or notice to Guarantors and that this Guaranty shall guarantee the performance of said Lease as so modified.

This Guaranty shall not be released, modified or affected by the failure or delay on the part of Lessor to enforce any of the rights or remedies of the Lessor under said Lease.

No notice of default by Lessee under the Lease need be given by Lessor to Guarantors, it being specifically agreed that the guarantee of the undersigned is a continuing guarantee under which Lessor may proceed immediately against Lessee and/or against Guarantors following any breach or default by Lessee beyond any applicable notice and cure periods or for the enforcement of any rights which Lessor may have as against Lessee under the terms of the Lease or at law or in equity.

Lessor shall have the right to proceed against Guarantors following any breach or default by Lessee under the Lease without first proceeding against Lessee and without previous notice to or demand upon either Lessee or Guarantors, except as otherwise provided in the Lease.

Guarantors hereby waive (a) notice of acceptance of this Guaranty, (b) demand of payment, presentation and protest, (c) reserved, (d) any right to require the Lessor to proceed against the Lessee or any other Guarantor or any other person or entity liable to Lessor under the Lease, (e) any right to require Lessor to apply to any default any security deposit or other security it may hold under the Lease, (f) any right to require Lessor to proceed under any other remedy Lessor may have before proceeding against Guarantors, (g) any right of subrogation that Guarantors may have against Lessee.

Guarantors do hereby subordinate all existing or future indebtedness of Lessee to Guarantors to the obligations owed to Lessor under the Lease and this Guaranty.

If a Guarantor is married, such Guarantor expressly agrees that recourse may be had against his or her separate property for all of the obligations hereunder.

The obligations of Lessee under the Lease to execute and deliver estoppel statements and financial statements,

as therein provided, shall be deemed to also require the Guarantors to provide estoppel statements and financial statements to Lessor. The failure of the Guarantors to provide the same to Lessor within fifteen (15) days after written notice of such failure, shall constitute a default under the Lease.

The term "Lessor" refers to and means the Lessor named in the Lease and also Lessor's successors and assigns. So long as Lessor's interest in the Lease, the leased premises or the rents, issues and profits therefrom, are subject to any mortgage or deed of trust or assignment for security, no acquisition by Guarantors of the Lessor's interest shall affect the continuing obligation of Guarantors under this Guaranty which shall nevertheless continue in full force and effect for the benefit of the mortgagee, beneficiary, trustee or assignee under such mortgage, deed of trust or assignment and their successors and assigns.

The term "Lessee" refers to and means the Lessee named in the Lease and also Lessee's successors and assigns. Pursuant to the terms of the Lease, in the event of an assignment of the Lease, Guarantors shall be fully released from this Guaranty.

Any recovery by Lessor from any other guarantor or insurer shall first be credited to the portion of Lessee's indebtedness to Lessor which exceeds the maximum liability of Guarantors under this Guaranty.

No provision of this Guaranty or right of the Lessor can be waived, nor can the Guarantors be released from their obligations except in writing signed by the Lessor.

Any litigation concerning this Guaranty shall be initiated in a state court of competent jurisdiction in San Mateo County and the Guarantors consent to the jurisdiction of such court. This Guaranty shall be governed by the laws of the State of California and for the purposes of any rules regarding conflicts of law the parties shall be treated as if they were all residents or domiciles of such State.

In the event any action be brought by said Lessor against Guarantors hereunder to enforce the obligation of Guarantors hereunder, the unsuccessful party in such action shall pay to the prevailing party therein a reasonable attorney's fee. The attorney's fee award shall not be computed in accordance with any court fee schedule, but shall be such as to full reimburse all attorneys' fees reasonably incurred.

If any Guarantor is a corporation, partnership, or limited liability company, each individual executing this Guaranty on said entity's behalf represents and warrants that he or she is duly authorized to execute this Guaranty on behalf of such entity.

GUARANTORS Executed At: San Mateo County On _____ (date)

By: _____
Alireza Zahedirad

By: _____
Susan Payrovi

Address: 1451 Burlingame Ave., Burlingame, CA