



Office of the City Manager

CONSENT CALENDAR
November 28, 2023

To: Honorable Mayor and Members of the City Council
 From: Dee Williams-Ridley, City Manager
 Submitted by: Lisa Warhuus, Director, Health, Housing, and Community Services
 Subject: Authorizing a Lease of 830 University Avenue to Berkeley Free Clinic

RECOMMENDATION

Adopt first reading of an Ordinance authorizing the City Manager to enter into a lease for 830 University with Berkeley Free Clinic.

FISCAL IMPACTS OF RECOMMENDATION

Berkeley Free Clinic will pay \$2,000 per month in facility costs for the duration of the lease. Revenue will be deposited into Fund 673, a building maintenance fund, so that these funds can be available for maintenance and repairs to this historic building.

CURRENT SITUATION AND ITS EFFECTS

The Council approved a lease with Lifelong Medical Care (Lifelong) on September 19 and October 5, 2023 with Ordinance 7,887. Lifelong will operate a Trust Clinic at the site with the primarily intent to provide culturally responsive healthcare services for people experiencing homelessness.

Berkeley Free Clinic will be losing the site that they have occupied for years, due to redevelopment plans at that property, and proposes to relocate their services to 830 University as well. The Berkeley Free Clinic is a worker-run collective that works to ensure that comprehensive, private health services are available to everyone.

Lifelong and Berkeley Free Clinic worked together to plan for use of the building, and will enter into an agreement regarding mutual responsibilities for this project prior to executing this lease. They are planning to make limited interior updates and renovations. This lease will run for five years with an option to renew.

BACKGROUND

The City has owned and operated the building at 830 University as a public health clinic since 1916. Ann Chandler (1941-2012) was a director of the Alameda County Public Health Laboratory for 25 years and a Berkeley City Council member from 1984 to 1992. She backed the creation of a teen health clinic at Berkeley High School, advocated for people with HIV/AIDS, pressed for increased TB testing, and expanded mental health services, and the facility was named after her (the Ann Chandler Public Health Center).

In recent years the Department of Health, Housing, and Community Services Public Health Division (HHCS/PH) operated out of this site. Services included sexual and reproductive health, immunizations, Black Infant Health, and the Women, Infant, and Children (WIC) nutrition program. With changes in health insurance provision and benefits, demand for services decreased at this clinic over time. In 2022, HHCS/PH consolidated its sexual and reproductive health services at the High School Health Center and moved other services to the West Berkeley Family Center at 1900 Sixth Street, with a goal of creating a welcoming environment for children and families.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no environmental sustainability and climate impacts associated directly with the subject matter of this report.

RATIONALE FOR RECOMMENDATION

Leasing the 830 University site to Berkeley Free Clinic and Lifelong will ensure that a robust array of health care services, reaching both people experiencing homelessness and people who are not well-served or served at all by other health care options, will continue to be available in Berkeley. Berkeley Free Clinic and Lifelong will expand and carry on Berkeley's more than 100 year tradition of providing health services at this site.

ALTERNATIVE ACTIONS CONSIDERED

Staff did not identify another use of the site which would continue the legacy of the Ann Chandler Health Center and make full use of a site designed for clinic services.

CONTACT PERSON

Amy Davidson, Deputy Director, HHCS, 510-981-5406

Attachments:

1: Ordinance

Exhibit A: Lease by and between City of Berkeley and Berkeley Free Clinic

ORDINANCE NO. -N.S.

LEASING THE ANN CHANDLER HEALTH CENTER AT 830 UNIVERSITY
TO BERKELEY FREE CLINIC

BE IT ORDAINED by the Council of the City of Berkeley as follows:

Section 1. FINDINGS:

1. The City of Berkeley acquired 830 University Avenue in 1933 for use as a health clinic.
2. The Department of Health, Housing, and Community Services' Public Health Division ceased operating clinic services in 830 University Avenue in early 2023.
3. Berkeley Free Clinic has proposed to move their current operations to this location.

Section 2. AUTHORIZATION FOR CITY MANAGER TO ENTER INTO A LEASE FOR 830 UNIVERSITY.

The City Manager is hereby authorized to enter into a five-year lease agreement with the option for a five-year extension with Berkeley Free Clinic for real property located at 830 University and known at the Ann Chandler Health Center. Such lease shall be on substantially the terms set forth in Exhibit A.

Section 3. Copies of this Ordinance shall be posted for two days prior to adoption in the display case located near the walkway in front of the Maudelle Shirek Building, 2134 Martin Luther King Jr. Way. Within 15 days of adoption, copies of this Ordinance shall be filed at each branch of the Berkeley Public Library and the title shall be published in a newspaper of general circulation.

LEASE

By and Between

CITY OF BERKELEY
a Charter City organized and existing under the laws of the State of California
("Landlord")

and

BERKELEY COMMUNITY HEALTH PROJECT DBA BERKELEY FREE CLINIC
a non-profit corporation
("Tenant")

Dated: , 2023

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EXHIBITS

Exhibit A-1	Legal Description of Property
Exhibit A-2	Depiction of the Premises
Exhibit B	May 20, 2022 Building Inspection Report by E. A. Davidovits & Co., Inc.

LEASE

BASIC LEASE INFORMATION

1. Landlord: City of Berkeley, a Charter City organized and existing under the laws of the State of California
2180 Milvia Street, 2nd Floor
Berkeley, CA 94704
Attn: Deputy Director, Health, Housing, and Community Services
Telephone: 510-981-5400

2. Tenant: Berkeley Community Health Project dba Berkeley Free Clinic, a non-profit corporation
2339 Durant Avenue
Berkeley, CA 94704
Phone: 510-548-2570

3. Effective Date: _____, 2023

4. Premises: Approximately ten thousand (10,000) rentable square feet of space in the building commonly known and referred to as 830 University Avenue, Berkeley, California 94710 (the "**Premises**").

5. Permitted Uses: Medical office and clinical operations to serve low income and unhoused residents of the City of Berkeley. Any other associated or related legal uses shall be permitted.

6. Initial Term: Five (5) years, commencing as of the "**Commencement Date**" as that term is defined in the Lease.

7. Rent: In lieu of base rent, a monthly Maintenance Fee of two thousand dollars (\$2,000) (hereinafter "Maintenance Fee" or "Rent") shall be paid due during the Initial Term and during any Additional Term.

The Basic Lease Information set forth above and the Exhibits attached hereto are incorporated into and made a part of the following Lease. In the event of any conflict between the Basic Lease Information and terms of the Lease, the terms of the Lease shall control.

LANDLORD'S INITIALS _____

TENANT'S INITIALS _____

LEASE

This Lease Agreement ("**Lease**") is made and entered into as of the effective date specified in Section 3 of the Basic Lease Information, above ("**Effective Date**"), by and between City of Berkeley, a Charter City organized and existing under the laws of the State of California ("**Landlord**" or "**City**"), and Berkeley Community Health Project dba Berkeley Free Clinic, a non-profit corporation ("**Tenant**").

1. PREMISES.

1.1. Premises. Landlord is the owner of the land parcel(s) on which the Premises are located (the "**Property**"). A legal description of the Property is attached hereto and incorporated by reference as Exhibit A-1. Landlord hereby leases to Tenant, and Tenant leases from Landlord, the Premises together with Tenant Improvements (defined below), if any. A drawing depicting the general location and layout of the demised Premises is attached hereto and incorporated by reference as Exhibit A-2. Any improvements or alterations existing in the Premises, or otherwise constructed by Tenant or on Tenant's behalf therein pursuant to Section 9 of this Lease are referred to in this Lease as "**Tenant Improvements.**"

1.2. Commencement Date: [REDACTED], 2023

1.3. Delivery Condition. Except as otherwise expressly provided, Tenant shall accept the Premises "as is."

1.4. Premises Name. Tenant acknowledges that the Premises has been known as the Ann Chandler Public Health Clinic, and agrees that any name Tenant gives to its operations at the Premises shall include the term "Ann Chandler." By way of example, Tenant may use the name "Berkeley Free Clinic at the Ann Chandler Health Center."

2. TERM.

2.1. Initial Term. The "**Initial Term**" of this Lease shall be as set forth in Section 6 of the Basic Lease Information and shall commence as of the Commencement Date set forth in Section 1.2 of the Lease. The Initial Term together with any Renewal Term(s), if any, are collectively referred to herein as the "**Term.**"

2.2. Renewal Term. Tenant shall have one (1) option to renew this Lease for a term of five (5) years (the "**Renewal Term**").

2.2.1 Right to Exercise. Tenant may exercise the option to renew this Lease only if it is fully compliant and current with all obligations after any applicable notice and cure periods as provided for under the Lease.

2.2.2 Notice. Tenant will provide Landlord with written notice of its election to renew the Lease with no less than six (6) months, prior to the end of the Term. If Tenant fails to provide such notice, its right to renew the Lease will not expire until fifteen (15) working days after the Tenant's receipt of Landlord's written demand that the Tenant exercise or forfeit the option to renew.

2.2.3 Extension of Term. Upon the commencement of a Renewal Term, all references to the Term of this lease will be deemed to mean the Term as extended pursuant to this Section 2.2.

3. RENT

3.1. Maintenance Fees in Lieu of Base Rent. In lieu of base rent, Tenant shall pay Maintenance Fees as set forth in Section 7 of the Basic Lease Information. Maintenance Fees under this Lease shall become due as of the Commencement Date. Maintenance Fees shall be paid as set forth in Section 7 of the Basic Lease Information and this Section 3. Tenant shall pay to Landlord, at Landlord's address designated in Section 1 of the Basic Lease Information, or at such other address as Landlord may from time to time designate in writing to Tenant for the payment of Maintenance Fees, the Maintenance Fees designated in Section 7 of the Basic Lease Information, without notice, demand, offset or deduction, in advance, on the first day of each month of the Term. Upon execution of this Lease, Tenant shall pay to Landlord the first month's Maintenance Fees. If Maintenance Fees are due for a period of less than a full month, the amount due shall be prorated for such partial month on the basis of a 30-day month.

3.1.1 Application of Payments. All payments received by Landlord from Tenant shall be applied to the oldest obligation owed by Tenant to Landlord. No designation by Tenant, either in a separate writing, on a check or money order, or otherwise shall modify this clause or have any force or effect.

4. UTILITIES

4.1. Tenant Utility and Service Costs. Tenant shall pay for all utilities and services required or desired by Tenant in connection with its use or occupancy of the Premises, including: (i) heat and air conditioning; (ii) water; (iii) gas, if applicable; (iv) elevator or lift service, if any; (v) electricity; (vi) telephone, computer, communications; (vii) trash pick-up; and (viii) any other materials, services, or utilities (individually and collectively, the "**Services**").

4.2. Conservation and Use Policies. Tenant, at its expense, shall comply with federal, state, or local governmental controls, rules, regulations, or restrictions on the use or consumption of energy or other utilities during the Term.

5. TAXES

5.1. Taxes. Tenant represents and warrants that Tenant is a not for profit organization and is exempt from possessory interest tax.

6. INSURANCE

6.1. Landlord. Landlord shall maintain insurance or an insurance equivalent insuring the Premises (excluding Tenant's Property and any Tenant Improvements) on an occurrence basis against fire and extended coverage (including, "all risk" coverage, earthquake/volcanic action, flood and/or surface water insurance) similar in type and coverage limits to that carried by Landlord on its other properties. At Landlord's option, such insurance or insurance equivalent

may be carried under any blanket or umbrella policies or other insurance or insurance equivalent which Landlord has in force for other buildings or projects. Landlord may also carry such other insurance as Landlord may deem prudent or advisable, in such amounts and on such terms as Landlord shall determine. All such insurance or insurance equivalent maintained by Landlord pursuant to this Section 6.1 is referred to herein as "**Landlord's Insurance.**"

6.2. Tenant.

6.2.1 Tenant at its cost shall maintain public liability and property damage insurance with a single combined liability limit of \$2,000,000, and property insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision, including glass insurance and property damage limits of not less than \$200,000 insuring against all liability of Tenant and its authorized representatives arising out of and in connection with Tenant's use or occupancy of the Premises. All such insurance shall insure performance by Tenant of the indemnity provisions set forth in Section 7. All insurance shall name the City of Berkeley, its officers, agents, volunteers and employees as additional insureds and shall provide primary coverage with respect to the City. All such insurance or insurance equivalent maintained by Tenant pursuant to this Section 6.2 is referred to herein as "**Tenant's Insurance.**"

6.2.2 If the insurance referred to in this Section 6.2 is written on a Claims Made Form, then following termination of this lease, coverage shall survive for a period of not less than five years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this lease.

6.2.3 Tenant at its cost shall maintain on all its personal property, tenant's improvements, and alterations, in on, or about the Premises, a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements. This coverage shall be considered primary, and the proceeds from any such policy shall be used by Tenant for the replacement of personal property or the restoration of tenant's improvements or alterations.

6.2.4 If Tenant employs any person, it shall carry workers' compensation and employer's liability insurance and shall provide a certificate of insurance to the Landlord. The workers' compensation insurance shall: provide that the insurance carrier shall not cancel, terminate, or otherwise modify the terms and conditions of said insurance except upon thirty (30) days prior written notice to the Landlord (or, if the insurer will not agree to give such notice, Tenant must promptly notify the City of any such cancellation, termination or modification of coverage); provide for a waiver of any right of subrogation against Landlord to the extent permitted by law; and be approved as to form and sufficiency by the Landlord's Risk Manager, such approval not to be unreasonably withheld, conditioned or delayed.

6.2.5 Tenant shall forward copies of all insurance documents to: Department of Public Works, Real Property Division, 1947 Center Street, Fifth Floor, Ste. 521, Berkeley, California, 94704.

6.2.6 Waivers of Subrogation. Notwithstanding every other provision of this Lease to the contrary, Landlord shall not be liable (by way of subrogation or otherwise) to Tenant (or to any insurance company insuring Tenant), and Tenant shall not be liable (by way of subrogation or otherwise) to Landlord (or to any insurance company insuring Landlord), for any loss or damage to any of the property of Landlord or Tenant, as applicable, with respect to the Building, the Property or the Premises or any addition or improvements thereto, or any contents therein, to the extent covered by insurance carried or required to be carried by Landlord or Tenant, as applicable, even though such loss might have been occasioned by the negligence or willful acts or omissions of Landlord or Tenant, as applicable, or their respective employees, agents, contractors or invitees. Landlord and Tenant shall give their respective insurance providers which issue policies of insurance, with respect to the items covered by this waiver, written notice of the terms of this mutual waiver, and shall have such insurance policies properly endorsed, if necessary, to prevent the invalidation of any of the coverage provided by such insurance policies by reason of such mutual waiver. For the purpose of the foregoing waiver, the amount of any deductible applicable to any loss or damage shall be deemed covered by, and recoverable by Landlord or Tenant, as applicable, under the insurance policy to which such deductible relates.

7. INDEMNITY; LIABILITY EXEMPTION.

7.1. Indemnity. Except to the extent claims are caused by Landlord's negligence or willful misconduct, Tenant shall indemnify, protect, defend, and hold harmless Landlord and its elected officials, officers, employees, volunteers, lenders, agents, representatives, contractors and each of their successors and assigns from and against any and all claims, judgments, causes of action, damages, penalties, costs, liabilities, and expenses, including all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon, arising at any time during or after the Term as a result (directly or indirectly) of or in connection with (i) any default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, where the same continues beyond applicable notice and cure periods; (ii) Tenant's use of the Premises, the conduct of Tenant's business or any activity, work or thing done, permitted or suffered by Tenant in or about the Premises or the Property; (iii) all damages, liability, fines, penalties, and any other consequences arising from any noncompliance or violation of any laws, Ordinances, codes, or regulations, including but not limited to the Occupational Safety and Health Act of 1979 and the Americans with Disabilities Act of 1990; or (iv) any act, error or omission of Tenant in or about the Property or any portion thereof (collectively, the "**Indemnification**"). Tenant shall provide such Indemnification by and through counsel reasonably acceptable to Landlord; provided, additionally, that the Berkeley City Attorney's Office may participate in the response to or defense of any Indemnification claim under this Section 7.1 at the City's sole expense. Without limiting Tenant's Indemnification obligations, Landlord shall be entitled to participate in the defense of any third party claim that is reasonably likely to give rise to Indemnification claim under this Section 7.1. Landlord shall indemnify, protect, defend, and hold harmless Tenant and its officers, employees, volunteers, lenders, agents, representatives, contractors and each of their successors and assigns from and against any and all claims, judgments, causes of action, damages, penalties, costs, liabilities, and expenses, including all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon, arising at any time

during or after the Term as a result (directly or indirectly) of or in connection (1) the active negligence or willful misconduct of Landlord, or its officers, employees, volunteers, lenders, agents, representatives, contractors and each of their successors and assigns, and (2) any default in the performance of any obligation on Landlord's part to be performed under the terms of this Lease. The obligations of Tenant and Landlord under this Section 7.1 shall survive the expiration or other termination of this Lease with respect to any claims or liability arising prior to such expiration or other termination.

7.2. Exemption of Landlord from Liability. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property including, but not limited to, Tenant's Property and any Tenant Improvements, and injury to or death of persons in, upon or about the Premises or the Property arising from any cause, and Tenant hereby waives all claims in respect thereof against Landlord, except to the extent such claims are caused by Landlord's active negligence or willful misconduct. Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the property of Tenant, or injury to or death of Tenant's officers, agents, or employees, or any other person in or about the Premises or the Property, whether such damage or injury is caused by fire, steam, electricity, gas, water or rain, or from the breakage, leakage or other defects of sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising within or about the Premises or the Property or from other sources or places, except damage or injury caused by Landlord's active negligence or willful misconduct. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant or occupant, if any, of the Premises or the Property except to the extent such damages are caused by Landlord's failure to enforce the terms of any agreements or any applicable law with parties other than Tenant.

8. REPAIRS AND MAINTENANCE.

8.1. Landlord's Repair and Maintenance. During the Term, Landlord shall be responsible for maintaining in good order, condition, and repair the following elements of the Premises: the foundations and footings of the Premises; all structural elements of the Premises, including roof structure, exterior walls, and interior bearing walls. Landlord's repair and maintenance requirements under this Section 8.1 shall include the necessary replacement of any of the listed elements of the Premises; provided, however, the scope of such requirements shall be subject to whether landlords of comparable buildings in the City of Berkeley would make the replacements of the listed elements of the Premises.

8.1.1 Performance by Tenant. If Tenant determines that any elements of the Premises subject to this Section 8.1 require maintenance, repair, or replacement, Tenant shall provide written notice of such to Landlord. Should Landlord fail to perform, within a reasonable time after such notice by Tenant, any maintenance, repairs, or replacements subject to this Section 8.1 (and expressly including Landlord's reasonable discretion hereunder), Tenant shall have the right (but not the obligation) to undertake such actions as may reasonably be required to effect a cure of Landlord's failure to so perform. Prior to undertaking any such actions, however, Tenant shall consult with Landlord's Director of Public Works or their designee to determine the appropriate scope and cost of such actions. Landlord shall reimburse Tenant for all agreed upon,

reasonable and necessary costs of cure within thirty (30) days after Tenant's delivery if an itemized statement of such costs, together with reasonable supporting documentation. Tenant may offset against Rent and other sums due to Landlord under the Lease any undisputed sums not timely paid by Landlord to Tenant, including interest thereon at the maximum lawful rate.

8.2. Parking, Exterior Lighting, Landscaping. Tenant shall maintain the exterior lighting system and landscaping of the Building, in good order, condition, and repair.

8.3. Security. Tenant shall maintain all locks and key systems used in the Premises.

9. TENANT IMPROVEMENTS.

9.1. Pre-Approved Tenant Improvements. Tenant acknowledges that Lifelong Medical Care agrees to perform all maintenance, repairs and replacements called for by the May 20, 2022 Building Inspection Report by E. A. Davidovits & Co., Inc. (including all appendices but with the exception of roof maintenance or replacement), attached hereto as Exhibit B at its sole cost and expense.

9.2. Further Tenant Improvements. Tenant may make future alterations and improvements to the Premises with Landlord's prior written consent, not to be unreasonably withheld, conditioned, or delayed. Tenant shall have no duty to remove any alterations or improvements unless they are not customary for medical office use and Landlord notifies Tenant of the removal requirement at the time Landlord gives its consent to the alterations or improvements. Tenant may, at its sole cost and expense, install, operate, maintain, upgrade, repair, or replace an alarm, access control, or other building security system. Tenant may, at its sole cost and expense, install, operate, maintain, upgrade, repair, or replace, a solar electric generating system, which may include rooftop solar panels and battery backups. Landlord expressly grants Tenant the right to install solar panels on the roof of the Premises, and Tenant shall have no duty to remove such solar panels.

9.3. Standard of Work. All work to be performed by or on behalf of Landlord and Tenant shall be performed diligently and in a first-class, workmanlike manner, and in compliance with all applicable Laws and all insurance carrier requirements. Landlord shall have the right, but not the obligation, to periodically inspect such work and may require changes in the method or quality thereof. In no event shall such work materially obstruct access to the Property or any portion thereof.

9.4. Damage; Removal. Tenant shall repair all damage to the Premises, Property and any portions thereof caused by the installation or removal of alterations or other work performed by or on behalf of Tenant. If Landlord requires Tenant to remove improvements under Section 9.2, Tenant shall remove Tenant's trade fixtures and other improvements, alterations and additions and restore the Premises to their condition existing prior to the construction or installation of any such items and perform any closure work, investigation and environmental remedial work required by the presence or suspected presence of any Hazardous Materials under Hazardous Materials Laws (as hereinafter defined) or by any other applicable Laws, but only to the extent Tenant, and not the Landlord or Lifelong (or their respective officers, employees, volunteers, lenders, agents, representatives, contractors and each of their successors and assigns),

is responsible for causing the presence or suspected presence of Hazardous Materials in violation of Hazardous Materials Laws. All such removals and restoration shall be accomplished in a good and workmanlike manner so as not to cause any damage to the Premises or the Property whatsoever and in strict accordance with all applicable Laws.

9.5. Liens. Tenant shall promptly pay and discharge all claims for labor performed, supplies furnished and services rendered at the request of Tenant and shall keep the Premises and Property and all portions thereof free of all mechanics' and materialmen's liens in connection therewith. Tenant shall provide at least ten (10) business days' prior written notice to Landlord before any labor is performed, supplies furnished or services rendered on or at the Premises and Landlord shall have the right to post on the Premises notices of non-responsibility. If any lien is filed, Tenant shall cause such lien to be released and removed within twenty (20) days after the date of filing, and if Tenant fails to do so, Landlord may take such action as may be necessary to remove such lien, without the duty to investigate the validity of it, and Tenant shall pay Landlord such amounts expended by Landlord together with interest thereon, at the Applicable Interest Rate, from the date of expenditure.

9.6. Bonds. Landlord may require Tenant to provide Landlord, at Tenant's sole cost and expense, lien, performance, and payment completion bonds in an amount equal to one and one-half times the estimated cost of any alterations, additions, or improvements to insure Landlord, the Premises and the Property against any liability for mechanic's and materialmen's liens, and to ensure completion of the work and payment of any contractors or subcontractors.

10. USE; JOINT POSSESSION; INSPECTION; QUIET ENJOYMENT.

10.1. Usage. The Premises shall be used only for the permitted uses set forth in Section 5 of the Basic Lease Information and for no other purpose without the prior written consent of Landlord. Tenant acknowledges that, except as expressly set forth in this Lease, neither Landlord nor any of Landlord's agents has made any representation or warranty with regard to the Premises, any Tenant Improvements, or the Property with respect to their suitability for the conduct of Tenant's business. Tenant, at Tenant's expense, shall comply with all applicable Hazardous Materials Laws, statutes, laws, codes, rules, orders, zoning, ordinances, directions, regulations, regulations, permits, or other requirements of federal, state, county, municipal, or other governmental authorities having jurisdiction, now in force or which may hereafter be in force (individually "**Law**" and collectively "**Laws**"), which shall impose any duty upon Landlord or Tenant with respect to the use, occupancy, or alteration of the Premises; provided, however, if the Hazardous Materials was pre-existing prior to the Commencement Date, then Landlord, at its sole cost and expense, shall remedy such condition to comply with all Laws, and further provided that Tenant shall not be required under this Lease to remedy any such condition to the extent it is caused by Lifelong. Tenant shall be responsible for obtaining any permit or license required by any governmental agency permitting Tenant's use of the Premises.

10.2. Joint Possession of and Operations on the Premises. Landlord and Tenant acknowledge and agree that, Landlord shall enter into a separate lease for the Premises with Lifelong to run concurrently with this Lease. Landlord and Tenant further acknowledge and agree that concurrently with the execution of this Lease, Tenant, and Lifelong will enter into a joint operating agreement ("**JOA**") under which Lifelong will occupy the Premises between the

hours of 8:00 a.m. and 5:30 p.m. Monday through Friday, and Tenant will occupy the Premises on weekends and during the weekday hours not devoted to Lifelong's use. It is understood that Lifelong shall be required under the JOA to operate in a manner consistent with the terms of this Lease. The JOA, as it may be revised or amended from time to time, shall be subordinate to the terms of this Lease. The parties agree their usage of the Premises space shall comply with any and all applicable requirements under the Health Insurance Portability and Accountability Act and other legal and health care regulatory requirements. In the event that the lease between Landlord and Lifelong terminates or expires, then Tenant shall have exclusive possession of the Premises twenty-four (24) hours a day, seven (7) days a week with no reduction in the Maintenance Fee. Upon the termination or expiration of the lease between Landlord and Lifelong, the JOA shall be automatically terminated.

10.3. Inspection. Landlord, or its representative or contractor, may enter the Premises by prior appointment with at least two business days' written notice between the hours of 9:00 a.m. and 4:30 p.m., Monday through Friday, holidays excepted, to determine that (i) the Premises is being reasonably cared for, (ii) no waste is being made and that all actions affecting the Premises are done in the manner best calculated to preserve the Premises, and (iii) Tenant is in compliance with the terms and conditions of this lease.

10.4. Quiet Enjoyment. Tenant may not commit, or suffer to be committed, any waste upon the Premises, or any nuisance or other act or thing that may disturb the quiet enjoyment of any other occupant of the Building. For so long as Tenant is in compliance with the material terms of this Lease, Landlord shall warrant and defend Tenant in the quiet enjoyment and possession of the Premises during the Term. Tenant acknowledges and agrees that possession or use of the Premises by Lifelong in a manner consistent with the terms of any JOA pursuant to Section 10.2 and any applicable laws shall not constitute a violation of this Section 10.4.

11. ENVIRONMENTAL MATTERS.

11.1. Hazardous Materials Defined. As used in this lease, the term "**Hazardous Materials**" refers to any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous, biohazardous, or toxic materials, hazardous, biohazardous, or toxic wastes, hazardous, biohazardous, or toxic substances, carcinogenic materials or contaminants, and all other materials governed, monitored, or regulated by any Federal, State or local law or regulation, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Substances Account Act, and/or the Resources Conservation and Recovery Act.

11.2. Warranty; Hold Harmless. Landlord warrants that Landlord has no knowledge of the presence of any Hazardous Materials or other contamination in or under the Premises or Property in violation of any laws, codes, rules, orders, ordinances, directives, regulations, permits, or other requirements of federal, state, county, municipal or governmental authorities having jurisdiction, now in force or which may hereafter be in force concerning the management, use, generation, storage, transportation, presence, discharge or disposal of Hazardous Materials. Landlord shall defend, save, protect and hold Tenant harmless from any loss arising out of the presence of any Hazardous Materials on the Property that was not brought to the Property by or

at the request of Tenant, its agents, contractors, invitees or employees. Landlord acknowledges and agrees that Tenant has no obligation to clean up or remediate, or contribute to the cost of clean-up or remediation, of any Hazardous Materials unless such Hazardous Materials are released, discharged or spilled on or about the Property by Tenant or any of its agents, employees, contractors, invitees or other representatives. The obligations of this Section shall survive the expiration or earlier termination of this Lease.

12. DAMAGE AND DESTRUCTION.

12.1. Perilous Condition. If, during the Term, Landlord's Director of Public Works becomes aware of a perilous condition on the Premises that, in his or her opinion, substantially and significantly threatens the health and safety of Tenant's employees or invitees (a "**Perilous Condition**"), the Director of Public Works, or his or her designee, will immediately notify Tenant of such Perilous Condition, and Tenant shall use best efforts to promptly eliminate the Perilous Condition. Tenant shall immediately address any condition reasonably constituting an emergency, whether Tenant learns of the condition through Landlord or otherwise. If Tenant fails to address a Perilous Condition within thirty six (36) hours after Landlord's notice or to immediately address an emergency situation, Landlord may attempt to resolve the Perilous Condition or emergency situation. Subject to repair and maintenance obligations set forth in Section 8, Tenant shall reimburse Landlord for any costs incurred by Landlord in addressing the Perilous Condition or emergency situation promptly upon receipt of any Landlord's invoice for such costs.

12.2. Insured Casualty. If, during the Term, the Premises are totally or partially destroyed or utility services are cut off from any cause rendering the Premises totally or partially inaccessible or unusable (the "**Casualty**"), and if the restoration can be made under then existing Laws and can be completed within one hundred twenty (120) days after obtaining all necessary permits therefor and if the costs of such restoration are compensable by Landlord's insurance (an "**Insured Casualty**"), then Landlord shall restore the Premises (excluding Tenant's Property and any Tenant Improvements) to substantially the same condition as they were in immediately before destruction. If the existing Laws do not permit the restoration or if the costs of such restoration are not compensable by Landlord's insurance, either party may terminate this Lease by giving ninety (90) days' prior written notice to the other party. In case of Insured Casualty, there shall be an abatement or reduction of Maintenance Fees owed to Landlord, between the date of Insured Casualty and the date of completion of restoration if restoration takes place, or the earliest allowed date of termination if restoration does not take place and whether or not the Lease is terminated, based on the proportion to which the destruction renders the Premises unusable by Tenant for the ordinary conduct of business.

12.3. Tenant's Fault. If the Premises, the Property, or any portion thereof, are damaged resulting from the negligence or breach of this Lease by Tenant or any of its agents, employees, contractors, invitees or other representatives and Tenant fails to cure such damage within a reasonable amount of time following written notice from Landlord, Maintenance Fees owed to Landlord shall not be reduced during the repair of such damage, Tenant shall have no right to terminate this Lease as provided in Section 12.1, and Tenant shall be liable to Landlord for the cost of the repair caused thereby to the extent such cost is not covered by insurance proceeds.

12.4. Repair Limitation. Notwithstanding anything in this Lease to the contrary, Landlord shall not be required to repair any injury or damage, by fire or other cause, to Tenant's Property or any Tenant Improvements, if any, or to rebuild, repair or replace any decorations, alterations, partitions, fixtures, trade fixtures, additions or other improvements installed on the Premises by or for Tenant, unless and to the extent Landlord has received insurance proceeds from Tenant's property insurance as provided in Section 6.2 above, and neither Tenant or Landlord has opted to terminate this Lease as provided in Section 12.1.

12.5. Waiver. The provisions of this Lease contain an express agreement between Landlord and Tenant that applies in the event of any Casualty. Tenant fully waives the provisions of any statute or regulation, including California Civil Code sections 1932(2) and 1933(4) (as amended from time to time, and successor statutes thereto) for any rights or obligations concerning a Casualty.

13. EMINENT DOMAIN.

13.1. Effect on Rights and Obligations. If the whole or any substantial part of the Premises, or if the Property or any portion thereof which would leave the remainder of the Property unsuitable for the Permitted Uses, or if the land on which the Property is located or any material portion thereof, shall be taken or condemned for any public or quasi public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof (each a "Taking"), then Landlord may, at its option, terminate this Lease and Maintenance Fees shall be abated during the unexpired portion of this Lease, effective when the physical taking of said Premises or said portion of the Property or land shall occur. However, if Landlord does not, in its sole discretion, opt to terminate this Lease in accordance with this Section 13, then this Lease shall remain in effect. Landlord shall maintain or terminate the leases of all other tenants in the Property who are similarly situated to Tenant consistent with its option with regard to Tenant. Notwithstanding the foregoing, if the whole of the Premises is subject to the Taking, or if the portion of the Premises not affected by the Taking is not in Tenant's business judgment reasonably suitable for Tenant's continued occupancy, Tenant may terminate this Lease as of the date of the Taking and be relieved of all obligations thereafter accruing under this Lease. If Tenant elects to terminate this Lease, Tenant must exercise its right to terminate by giving written notice to Landlord within 30 days after the Taking, as of the date of termination, which date shall not be earlier than 30 days nor later than 90 days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the date of Taking if the date of Taking falls on a date before the date of termination as designated by Tenant. If Tenant does not terminate this Lease within the 30-day period, this Lease shall continue in full force and effect, except that the Maintenance Fees owed to Landlord thereafter to be paid shall be reduced on a pro-rata basis. Tenant shall notify Landlord in writing of any condemnation or threatened condemnation within ten (10) days after Tenant receives notice of said action or threatened action. Where only a portion of the Premises is subject to a Taking and neither Landlord nor Tenant terminates this Lease, Landlord shall promptly restore the remainder of the Premises into an architectural whole and functional condition and the Maintenance Fees for any portion of the Premises subject to (or rendered unusable by) the Taking shall be abated during the unexpired Term effective when the physical taking of said portion of the Premises shall occur. Provided that Landlord complies with the preceding sentence, the Taking shall not be

construed to constitute an actual or constructive eviction of Tenant or a breach of any express or implied covenant of quiet enjoyment.

13.2. Award. In connection with any condemnation, Landlord shall be entitled to receive all compensation and anything of value awarded, paid, or received in settlement or otherwise ("**Award**") and Tenant hereby irrevocably assigns and transfers to Landlord all rights to and interests in the Award and fully waives, releases, and relinquishes any claim to, right to make a claim on, or interest in the Award, including any amount attributable to any excess of the market value of the Premises for the remainder of the Term over the present value as of the termination date of the Rent payable for the remainder of the Term (commonly referred to as the "**bonus value**" of the Lease). Notwithstanding the foregoing, any portions of such award or proceeds which are specifically allocated by the condemning or purchasing party for the taking of or damage to trade fixtures of Tenant and moving and relocation costs shall be reserved specifically for Tenant.

14. DEFAULT.

14.1. Events of Default. The occurrence of any of the following events shall, at Landlord's option, constitute an "**Event of Default**:"

14.1.1 As to Tenant: (i) Tenant's failure to pay Maintenance Fees within ten business days after receipt of a written notice of such failure from Landlord to Tenant; (ii) Tenant's failure to comply with any other material term or provision of this Lease if such failure is not remedied within thirty (30) days after receipt of a written notice specifying the nature of the breach in reasonably sufficient detail; provided, however, if such default cannot reasonably be remedied within such thirty day period, then a default will not be deemed to occur until the occurrence of Tenant's failure to comply within the period of time that may be reasonably required to remedy the default, up to an aggregate of ninety days (90), provided Tenant commences curing such default within thirty (30) days and thereafter diligently proceeds to cure such default.

14.1.2 As to Landlord: Landlord's failure to perform any obligation under this Lease if such failure is not remedied within thirty (30) days after receipt of a written notice from Tenant to Landlord specifying the nature of the breach in reasonably sufficient detail; provided, however, if such breach cannot reasonably be remedied within such thirty (30) day period, then a default will not be deemed to occur until the occurrence of Landlord's failure to perform within the period of time that may be reasonably required to remedy the breach, up to an aggregate of ninety (90) days, provided Landlord commences curing such breach within thirty (30) days and thereafter diligently proceeds to cure such breach. Notwithstanding the foregoing, if Landlord's failure to perform any obligation under this Lease renders the Premises wholly or partially unusable by Tenant for the ordinary conduct of business for more than two (2) consecutive business days, then Landlord shall remedy such failure within five (5) business days after receiving written notice from Tenant to Landlord and Tenant shall be entitled to an abatement of Maintenance Fees owed to Landlord, to be prorated on the basis of a 30-day month, for the number of days such failure is not remedied after Landlord receives written notice from Tenant. For the avoidance of doubt, the abatement of rent provided for under this Section shall not be Tenant's sole remedy for Landlord's failure to perform Lease obligations.

14.2. Remedies.

14.2.1 Termination. In the event of the occurrence of any Event of Default, Landlord shall have the right to give a written termination notice to Tenant and, on the date specified in such notice (which date shall be at least three (3) business days following the date of delivery of such notice), this Lease shall terminate unless on or before such date all arrears of Rent and all other sums payable by Tenant under this Lease and all costs and expenses incurred by or on behalf of Landlord hereunder shall have been paid by Tenant and all other Events of Default at the time existing shall have been fully remedied to the satisfaction of Landlord.

A. Repossession. Following termination, without prejudice to other remedies Landlord may have, Landlord may (i) peaceably re-enter the Premises upon voluntary surrender by Tenant, or remove Tenant therefrom and any other persons occupying the Premises following reasonable written notice, using such legal proceedings as may be available; (ii) repossess the Premises or relet the Premises or any part thereof for such term (which may be for a term extending beyond the Term), at such rental and upon such other terms and conditions as Landlord in Landlord's sole discretion shall determine, with the right to make reasonable alterations and repairs to the Premises; and (iii) remove all personal property therefrom.

14.3. Cumulative. Each right and remedy of Landlord provided for herein or now or hereafter existing at Law or in equity, by statute or otherwise shall be cumulative and shall not preclude Landlord from exercising any other rights or remedies provided for in this Lease or now or hereafter existing at Law or in equity, by statute or otherwise. No payment by Tenant of a lesser amount than the Maintenance Fees nor any endorsement on any check or letter accompanying any check or payment of Maintenance Fees shall be deemed an accord and satisfaction of full payment thereof; and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of such Maintenance Fees or to pursue other remedies.

15. ASSIGNMENT AND SUBLETTING.

15.1. Landlord's Consent. Tenant shall not assign, sublet or otherwise transfer, whether voluntarily or involuntarily or by operation of Law, this Lease, the Premises or any part thereof, without Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Upon the assignment of the Lease by Tenant, the Tenant will have no further obligation under the Lease.

15.2. Joint Possession not a Sublease. Landlord and Tenant acknowledge and agree that the JOA shall not constitute a sublease or assignment under this Section 15.

16. NON-DISCRIMINATION AGAINST PERSONS WITH DISABILITIES

16.1. If Tenant provides any aid, service or benefit to others on the City's behalf, Tenant shall, in the provision of such aid, service or benefit, observe and comply with all applicable provisions of Title II of the Americans with Disabilities Act of 1990 and any amendments thereto. Tenant shall further observe and comply with all applicable federal, state, municipal and local laws, Ordinances, codes and regulations prohibiting discrimination against

individuals with disabilities or ensuring that individuals with disabilities are not excluded from participating in or receiving benefits, services or activities of the City.

16.2. If Tenant is or becomes a "public accommodation" as defined in Title III of the Americans with Disabilities Act of 1990, Tenant shall observe and comply with all applicable provisions of the Act and any amendments thereto, and all applicable federal, state, municipal and local laws, Ordinances, codes and regulations prohibiting discrimination on the basis of disability in the full and equal enjoyment of goods, services, facilities, privileges, advantages, or accommodations offered by the Tenant. All Tenant's activities must be in accordance with these laws, Ordinances, codes, and regulations, and Tenant shall be solely responsible for complying therewith.

17. CITY NON-DISCRIMINATION ORDINANCE

17.1. Tenant agrees to comply with the provisions of Berkeley Municipal Code Chapter 13.26 as amended from time to time. In the performance of this lease, the Tenant agrees as follows:

17.1.1 The Tenant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age (over 40), sex, pregnancy, marital status, disability, sexual orientation or AIDS.

17.1.2 The Tenant shall permit the Landlord access to records of employment advertisements, application forms, EEO-1 forms, affirmative action plans and any other documents which, in the opinion of the Landlord, are necessary to monitor compliance with this non-discrimination provision, and will, in addition, fill-out in a timely fashion, forms supplied by the Landlord to monitor these non-discrimination provisions.

18. NUCLEAR FREE BERKELEY

18.1. Tenant agrees to comply with Berkeley Municipal Code Chapter 12.90, the Nuclear Free Berkeley Act, as amended from time to time.

19. OPPRESSIVE STATES

19.1. In accordance with Resolution No. 59,853-N.S., Tenant certifies that it has no contractual relations with, and agrees during the term of this Lease to forego contractual relations to provide personal services to or to purchase, sell, lease or distribute commodities in the conduct of business with, the following entities:

- (1) The governing regime in any Oppressive State.
- (2) Any business or corporation organized under the authority of the governing regime of any Oppressive State.

- (3) Any individual, firm, partnership, corporation, association, or any other commercial organization, and including parent-entities and wholly-owned subsidiaries (to the extent that their operations are related to the purpose of its contract with the City), for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State

19.2. For purposes of this lease, the Tibet Autonomous Region and the provinces of Abo, Kham, and U-Tsang shall be deemed oppressive states.

19.3. Tenant's failure to comply with this section following thirty (30) days' written notice from Landlord shall constitute a default of this lease and Landlord may terminate this lease pursuant to Section 14. In the event that the City terminates this lease due to a default under this provision, City may deem Tenant a non-responsible bidder for five (5) years from the date this lease is terminated.

20. BERKELEY LIVING WAGE ORDINANCE

20.1. Tenant agrees to comply with Berkeley Municipal Code Chapter 13.27, the Berkeley Living Wage Ordinance. If Tenant employs six (6) or more part-time, full-time or stipend employees, and generates \$350,000 or more in annual gross receipts, Tenant will be required to provide all eligible employees with City mandated minimum compensation during the term of this lease, as defined in B.M.C. Chapter 13.27, and well as comply with the terms enumerated herein.

20.2. Tenant shall be required to maintain all reasonable records and documents that would establish whether Tenant is subject to Berkeley's Living Wage Ordinance (LWO). If Tenant is subject to the LWO, as defined therein, Tenant shall be further required to maintain monthly records of those employees located on the leased Premises. These records shall include the total number of hours worked, the number of hours spent providing service on the leased property, the hourly rate paid, and the amount paid by Tenant for health benefits, if any, for each of its employees providing services under the lease. The records described in this Section shall be made available upon the City's request. The failure to produce these records upon demand shall be considered an Event of Default. The City shall (i) handle such records and documents in accordance with any and all applicable requirements under the Health Insurance Portability and Accountability Act and other legal and health care regulatory requirements and (ii) not disclose Tenant's Confidential Information, except as expressly permitted in this Lease or otherwise required by law.

The term "Confidential Information" shall include non-public information about the Tenant's business or activities that is proprietary and/or confidential, including, without limitation, all business, financial, technical, and other information of a party marked or designated as "confidential" (or some similar designation) or that, by its nature or the circumstances surrounding its disclosure, should reasonably be regarded as confidential. Landlord hereby agrees to (i) use the Confidential Information of the Tenant solely for the purpose of performing its obligations under this Agreement; (ii) hold the Tenant's Confidential Information in strict confidence, and; (iii) not disclose such Confidential Information or any part thereof, to any person, except those officers, employees, agents or professional advisors (or those of its

Affiliates) with a strict “need to know” in order for the Landlord to perform its obligations hereunder, provided that such officers, employees, agents or professional advisors shall prior to any disclosure, have agreed by signed writing or otherwise to be bound by confidentiality obligations no less strict than those described herein. Confidential Information shall not include (i) any information already rightfully in the public domain at the time of its disclosure or subsequently released into the public domain by the Tenant; (ii) any information already rightfully in the possession of the Landlord at the time of its disclosure by the Tenant without an obligation to maintain its confidentiality; (iii) any information that is independently developed by the Landlord without use of or reference to any Confidential Information of the Tenant, in either case such fact being proven through documentary evidence; (iv) information obtained by the Landlord from a third Party not in breach of any confidentiality obligations to the Tenant (v) information required to be disclosed by law, a court order or competent government authority, provided that in such case the Landlord shall, to the extent permitted by law, promptly inform the Tenant of such requirement of disclosure such that the Tenant has an opportunity to object to the production or disclosure by seeking a protective order.

Landlord acknowledges that the Tenant considers its Confidential Information to contain confidential, proprietary, trade secret information of the Tenant and that any unauthorized use or disclosure of such information would cause the Tenant irreparable harm for which its remedies at law would be inadequate. Accordingly, Landlord acknowledges and agrees that the Tenant will be entitled in addition to any other remedies available to it at law or in equity, to seek the issuance of injunctive relief, enjoin any breach or threatened breach of the Landlord’s obligations hereunder with respect to the Confidential Information of the Tenant, in addition to such further injunctive relief as any court of competent jurisdiction may deem just and proper.

20.3. If Tenant is subject to the LWO, Tenant shall include the requirements of the Ordinance, as defined in B.M.C. Chapter 13.27, in any and all subleases in which Tenant enters with regard to the subject Premises. Subtenants shall be required to comply with this Ordinance with regard to any employees who spend 25% or more of their compensated time on the Premises.

20.4. If Tenant fails to comply with the requirements of this the LWO and this Lease, the City shall have the rights and remedies described in this Section 20, in addition to any rights and remedies provided by law or equity.

20.5. Tenant's failure to comply with this Section 20 shall constitute an Event of Default. In addition, at City's sole discretion, Tenant may be responsible for liquidated damages in the amount of \$50 per employee per day for each and every instance of an underpayment to an employee. It is mutually understood and agreed that Tenant's failure to pay any of its eligible employees at least the applicable living wage rate will result in damages being sustained by the City; that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein is the nearest and most exact measure of damage for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty of forfeiture for Tenant's breach.

21. BERKELEY EQUAL BENEFITS ORDINANCE

21.1. Tenant hereby agrees to comply with the provisions of the Berkeley Equal Benefits Ordinance, B.M.C. Chapter 13.29. If Tenant is currently subject to the Berkeley Equal Benefits Ordinance, Tenant will be required to provide all eligible employees with City mandated equal benefits during the term of this lease, as defined in B.M.C. Chapter 13.29, as well as comply with the terms enumerated herein.

21.2. If Tenant is currently or becomes subject to the Berkeley Equal Benefits Ordinance, Tenant agrees to supply the City with any records the City deems necessary to determine compliance with this provision. Failure to do so shall be a considered an Event of Default. The City shall (i) handle such records in accordance with any and all applicable requirements under the Health Insurance Portability and Accountability Act and other legal and health care regulatory requirements and (ii) not disclose Tenant's Confidential Information, except as expressly permitted in this Lease or required by law.

21.3. If Tenant fails to comply with the requirements of this Section 21, City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or equity.

21.4. Tenant's failure to comply with this Section 21 shall constitute an Event of Default. In addition, at City's sole discretion, Tenant may be responsible for liquidated damages in the amount of \$50.00 per employee per day for each and every instance of violation of this Section 21. It is mutually understood and agreed that Tenant's failure to provide its employees with equal benefits will result in damages being sustained by City; that the nature and amount of these damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein is the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty or forfeiture for Tenant's breach.

22. SANCTUARY CITY CONTRACTING ORDINANCE

22.1. Tenant hereby agrees to comply with the provisions of the Sanctuary City Contracting Ordinance, B.M.C. Chapter 13.105. In accordance with this Chapter, Tenant agrees not to provide the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security with any Data Broker or Extreme Vetting Services as defined herein:

- a. "Data Broker" means either of the following:
 1. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
 2. The aggregation of data that was collected for another purpose from that for which it is ultimately used.

- b. “Extreme Vetting” means data mining, threat modeling, predictive risk analysis, or other similar services. Extreme Vetting does not include:
 - 1. The City’s computer-network health and performance tools;
 - 2. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer-based activity.

23. CONFLICT OF INTEREST PROHIBITED

23.1. In accordance with California Government Code Section 1090, Berkeley City Charter Section 36 and B.M.C. Chapter 3.64, neither Tenant nor any employee, officer, director, partner or member of Tenant, or immediate family member of any of the preceding, shall have served as an elected officer, an employee, or a committee or commission member of Landlord, who has directly or indirectly influenced the making of this Lease.

23.2. In accordance with California Government Code Section 1090 and the Political Reform Act, (Government Code Section 87100 et seq.,) no person who is a director, officer, partner, trustee, employee or consultant of Tenant, or immediate family member of any of the preceding, shall make or participate in a decision made by Landlord or any of its boards, commissions or committees, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Tenant, except to the extent permitted by 2 California Code of Regulations, Section 18700(c)(2).

23.3. Interpretation of this paragraph shall be governed by the definitions and provisions use in the Political Reform Act, Government Code section 87100 et seq., its implementing regulations, manuals and codes, Government Code section 1090, Berkeley City Charter section 36 and B.M.C. Chapter 3.64, as amended from time to time.

24. MISCELLANEOUS.

24.1. General.

24.1.1 Integration. This Lease, together with all exhibits and attachments hereto, the separate lease between Landlord and Lifelong, and the JOA, set forth all the agreements between Landlord and Tenant concerning the Property and the Premises, and there are no agreements either oral or written other than as set forth therein.

24.1.2 Time of Essence. Time is of the essence of this Lease.

24.1.3 Attorneys' Fees. If any action is commenced which arises out of or related to this Lease, the prevailing party shall be entitled to recover from the other party such sums as the court may adjudge to be reasonable attorneys' fees, expert fees, and expenses in the

action, in addition to costs and expenses otherwise allowed by Law. In all other situations, including any matter arising out of or relating to any bankruptcy or other voluntary or involuntary proceeding, in or out of court, for the adjustment of debtor-creditor relationships, Tenant agrees to pay all of Landlord's costs and expenses, including attorneys' fees and expert fees, which may be incurred in enforcing or protecting Landlord's rights or interests.

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

24.1.5 Law. This Lease shall be construed and enforced in accordance with the Laws of the State of California, without reference to its choice of law provisions.

24.1.6 Interpretation. The titles to the sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease. As used in this Lease, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Lease shall be interpreted as though prepared jointly by both parties.

24.1.7 No Option. Submission of this Lease to Tenant for examination or negotiation does not constitute an option to lease, offer to lease or a reservation of, or option for, the Premises; and this Lease shall become effective and binding only upon the execution and delivery hereof by Landlord and Tenant.

24.1.8 Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the successors and assigns of Landlord and, subject to compliance with the terms of Section 15, Tenant.

24.1.9 Third Party Beneficiaries. Nothing herein is intended to create any third party benefit.

24.1.10 No Agency, Partnership or Joint Venture. Nothing contained herein nor any acts of the parties hereto shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture by the parties hereto or any relationship other than the relationship of landlord and tenant.

24.1.11 Merger. The voluntary or other surrender of this Lease by Tenant or a mutual cancellation thereof or a termination by Landlord shall not work a merger and shall, at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.

24.2. Business License. Tenant certifies that it has obtained or applied for a City of Berkeley business license number as required by Berkeley Municipal Code Chapter 9.04; or Tenant claims that it is exempt from the provisions of B.M.C. Ch. 9.04 and has written below the specific B.M.C. section under which it is exempt.

24.3. Fixtures and Signs. Tenant may (i) make any lawful and proper minor alterations to the Premises; (ii) attach fixtures and interior signs in and on the Premises; and attach signage on the exterior of Building ("**Tenant Fixtures**"). Any signs referring to the name of the Premises shall include the term "Ann Chandler" consistent with the requirements of Section 1.3. Any Tenant Fixtures will remain the property of Tenant and may be removed from the Premises by Tenant at any time during the Term. All alterations and Tenant Fixtures are subject to Landlord's approval, which shall not be unreasonably withheld, conditioned, or delayed, and must comply with existing code requirements. All Tenant Fixtures shall be at Tenant's sole cost and expense. Installations and removals of Tenant Fixtures shall be made in such manner as to avoid injury or defacement of the Premises, and Tenant shall repair any injury or defacement, including discoloration caused by such installation or removal. All signs on the Premises shall conform to the provisions of Berkeley Municipal Code Chapter 20.04. Tenant shall be responsible for all fees, costs and expenses associated with installation and removal of Tenant Fixtures. In the event any such fees, costs or expenses are incurred by Landlord (whether directly or indirectly), Landlord shall deliver to Tenant an invoice, with reasonable supporting documentation, and Tenant shall reimburse Landlord for those amounts within thirty (30) days after receipt of such invoice.

24.4. Pesticides. All use of pesticides on the Premises shall be in compliance with the City of Berkeley's Pesticide Use Policy as it exists at the time of such use.

24.5. Prior Possession. Prior to the Commencement Date, Tenant has the right to (i) undertake Tenant Improvements, and (ii) store supplies and equipment in the Premises.

24.6. Waiver. No waiver of any default or breach hereunder shall be implied from any omission to take action on account thereof, notwithstanding any custom and practice or course of dealing. No waiver by either party of any provision under this Lease shall be effective unless in writing and signed by such party. No waiver shall affect any default other than the default specified in the waiver and then such waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant shall not be construed as a waiver of any subsequent breach of the same.

24.7. Limitation of Liability. Whenever Landlord transfers its interest, Landlord shall be automatically released from further performance under this Lease and from all further liabilities and expenses hereunder and the transferee of Landlord's interest shall assume all liabilities and obligations of Landlord hereunder from the date of such transfer.

24.8. Notices. All notices to be given hereunder shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or delivered by personal or courier delivery, or sent by facsimile (immediately followed by one of the preceding methods), to Landlord's address and Tenant's address set forth in Sections 1 and 2 of the Basic Lease Information, or to such other place as Landlord or Tenant may designate in a written notice given to the other party. Notices shall be deemed served upon the earlier of receipt or three (3) days after the date of mailing.

24.9. Brokerage Commission. Landlord and Tenant each represents that they have not been represented by any broker in connection with this Lease, and that no real estate broker's

commission, finder's fee or other compensation (individually and collectively, "**Commission**") is due or payable. Tenant agrees to indemnify and hold harmless Landlord from any claims or liability, including reasonable attorneys' fees, in connection with a claim by any person for a Commission based upon any statement, representation or agreement of Tenant.

24.10. Authorization. Each individual or entity executing this Lease on behalf of Tenant represents and warrants that he or she or it is duly authorized to execute and deliver this Lease on behalf of Tenant and that such execution is binding upon Tenant.

24.11. Holding Over. If, with Landlord's express written consent, Tenant holds over the Premises or any part thereof after expiration or earlier termination of the Term, such holding over shall constitute a month-to-month tenancy on all the other terms and conditions of this Lease, except that any obligations resulting from any JOA shall only hold over to the extent the JOA is still in effect. This section shall not be construed as Landlord's permission for Tenant to hold over. Acceptance of Maintenance Fees by Landlord following expiration or termination shall not constitute a renewal of this Lease or extension of the Initial Term or the Renewal Term, as the case may be, except as specifically set forth above. If Tenant remains in possession of the Premises after expiration or other termination of this Lease without Landlord's express written consent, Tenant's continued possession shall be on the basis of a tenancy at sufferance and Tenant shall pay Maintenance Fees of two thousand dollars (\$2,000) per month. If Tenant fails to surrender the Premises upon expiration or other termination of this Lease, Tenant shall indemnify and hold Landlord harmless from and against all loss or liability resulting from or arising out of Tenant's failure to surrender the Premises, including, but not limited to, any amounts required to be paid to any tenant or prospective tenant who was to have occupied the Premises after the expiration or other termination of this Lease and any related attorneys' fees and brokerage commissions.

24.12. Surrender. Upon the expiration or other termination of this Lease or Tenant's right to possession of the Premises, Tenant shall peaceably and quietly leave and surrender to Landlord the Premises, along with appurtenances and fixtures at the Premises (except Tenant Fixtures), all in good condition, ordinary wear and tear, damage by casualty, condemnation, acts of God, and Landlord's failure to make repairs required of Landlord excepted.

24.13. Joint and Several. If Tenant consists of more than one person, the obligation of all such persons shall be joint and several.

24.14. Covenants and Conditions. Each provision to be performed by Tenant or Landlord hereunder shall be deemed to be both a covenant and a condition.

24.15. Intentionally Omitted.

24.16. Accessibility; Disability Laws. To Landlord's actual knowledge, the Premises have not undergone an inspection by a Certified Access Specialist.

"A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject

premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises. "

Since compliance with the ADA and other federal and state disability laws (collectively, "**Disability Laws**") is dependent upon Tenant's specific use of the Premises, Landlord makes no warranty or representation as to whether or not the Premises comply with Disability Laws, except as otherwise expressly provided in this Lease. In the event that Tenant's specific and particular use of the Premises, as distinguished from uses generally associated with those permitted under Section 5, requires modifications or additions to the Premises in order to be in compliance with Disability Laws, Landlord agrees to make any such necessary modifications and/or additions at Tenant's sole cost and expense.

24.17. OFAC Compliance. Tenant represents and warrants to Landlord that Tenant is not a party with whom Landlord is prohibited from doing business pursuant to the regulations of the Office of Foreign Assets Control ("**OFAC**") of the U.S. Department of the Treasury, including those parties named on OFAC's Specially Designated Nationals and Blocked Persons List. Tenant is currently in compliance with, and shall at all times during the term of this Lease remain in compliance with, the regulations of OFAC and any other governmental requirement relating thereto. In the event of any violation of this section, Landlord shall be entitled to immediately terminate this Lease and take such other actions as are permitted or required to be taken under law or in equity. **TENANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS LANDLORD FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, RISKS, LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS) INCURRED BY LANDLORD ARISING FROM OR RELATED TO ANY BREACH OF THE FOREGOING CERTIFICATIONS.** These indemnity obligations shall survive the expiration or earlier termination of this Lease.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease as of the Effective Date.

TENANT:
BERKELEY COMMUNITY HEALTH
PROJECT DBA BERKELEY FREE CLINIC,
a non-profit corporation

By: _____
Print Name: _____
Its: _____

By: _____
Print Name: _____
Its: _____

--AND--

LANDLORD:
CITY OF BERKELEY, a California Charter City

By: _____
Print Name: Dee Williams-Ridley
Its: City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

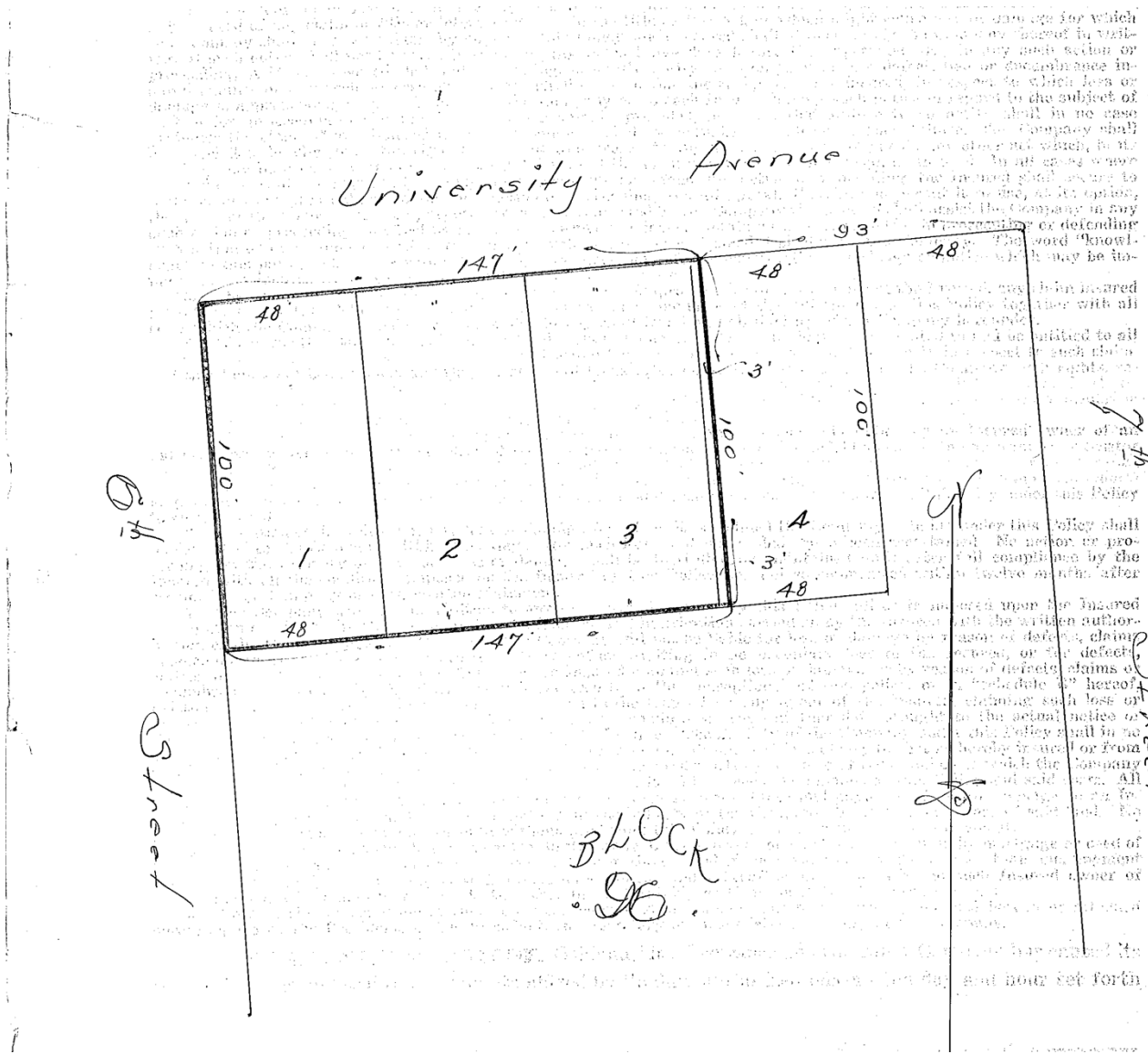
EXHIBIT A-1
Legal Description of Property

APN: 56-1066-1

All those certain lots, pieces or parcels of land situate, lying and being in the City of Berkeley, County of Alameda, State of California, described as follows:

Beginning at the point of intersection of the Southern line of University Avenue with the Eastern line of 6th Street, as said Avenue and Street are shown on the Map hereinafter referred to; running thence Easterly along said line of University Avenue One Hundred and Forty-Seven feet; thence at right angles Southerly One Hundred feet; thence at right angles Westerly One Hundred Forty-Seven feet to the point of intersection thereof with said Eastern line of 6th Street; thence Northerly along said line of 6th Street One Hundred feet to the point of beginning.

Being all of Lots Numbered 1, 2, 3, and the Western Three feet of Lot Numbered 4, in Block Numbered 96, as said Lots and Block are delineated and so designated upon that certain Map entitled, "Map of the Sisterna Tract, Berkeley" – filed May 15, 1880 in Liber 7 of Maps, at page 43, in the office of the County Recorder of Alameda County.



BLOCK 96

EXHIBIT A-2

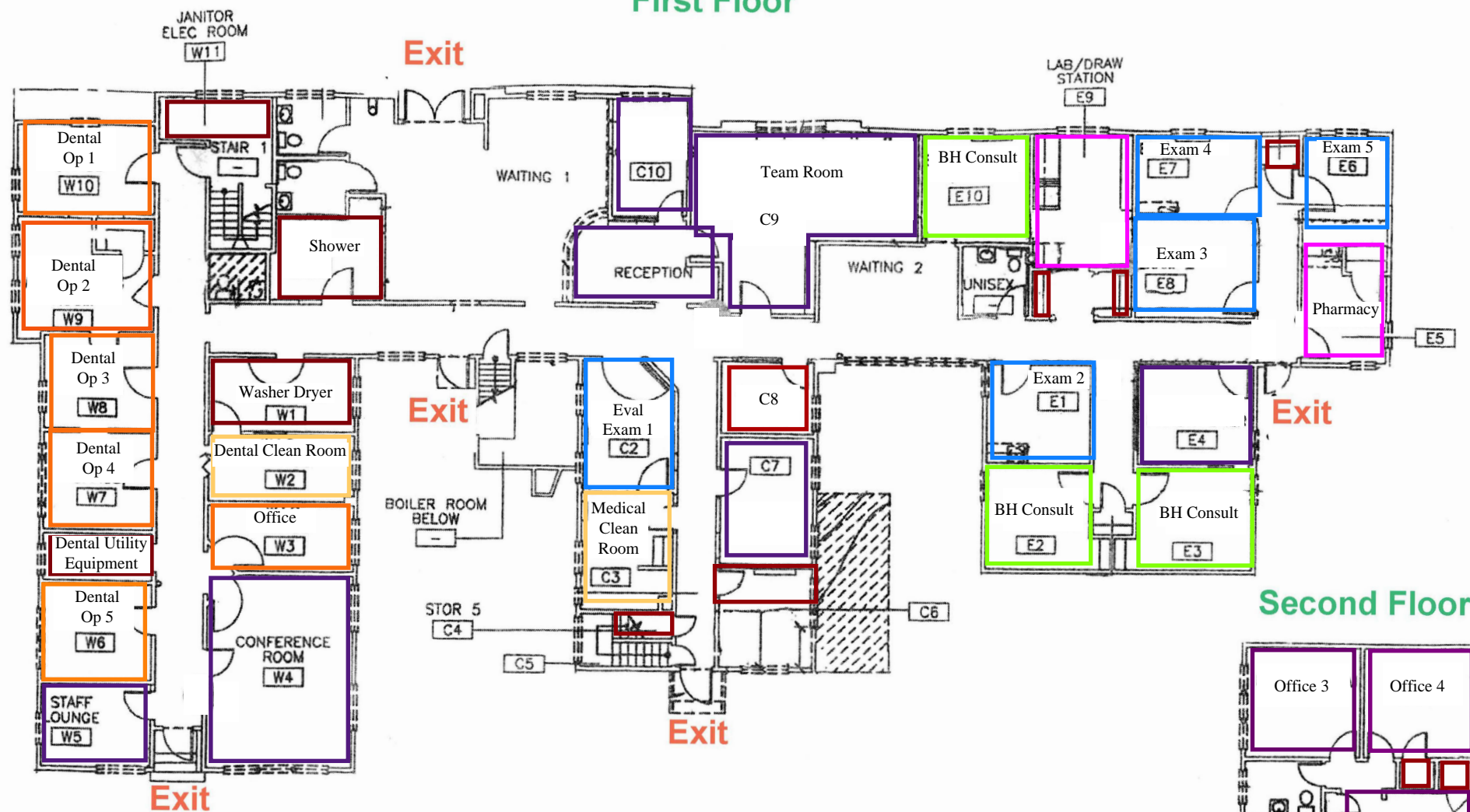
Depiction of Premises

EXHIBIT B

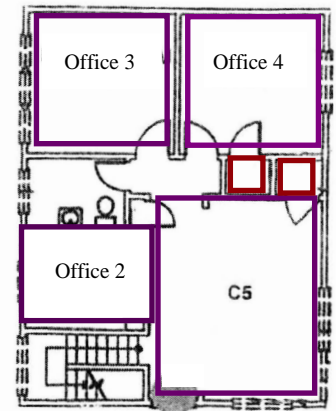
May 20, 2022 Building Inspection Report by E. A. Davidovits & Co., Inc

Page 33 of 75
 830 University Avenue
 First Floor

Exhibit A2



Second Floor



- Storage/Utility
- Dental
- Clean Room
- Behavioral Health/Counseling
- Medical Exam Room
- Shared Use
- Lab or Pharmacy

E.A. DAVIDOVITS & Co., INC.

G e n e r a l C o n t r a c t o r s

Tony Ng, Director of Facilities Management
Shad Klein, Project Manager, New Initiatives
Lifelong Medical Care
PO Box 11247
Berkeley, CA 94712

June 3, 2022

Re. ROM Pricing Estimate
830 University Ave.
Berkeley, CA 94712

Gentlemen,

Please see the following ROM Pricing Estimate based upon the Building Inspection performed. This ROM is intended as a Preliminary Estimate and should not be considered final pricing.

This is based upon the visual inspection of the property and historical pricing estimates. EA Davidovits reserves the right to modify the scope of work and pricing should additional information become available in the future. ROM makes several assumptions pertaining to the building structure, condition and capacities that may not have been able to be concluded during the brief site visit process.

This ROM is not intended to present guarantees or assurances. In order to confirm pricing, additional inspections, plans, details and review would need to be performed. Thank you for the opportunity to submit this Preliminary ROM estimate.

- Structural Report Follow Up. Includes removal of wall finishes at one location to assess substrate construction and condition. Includes replacement of sheetrock, finished to match existing, and paint touch up. Does not include structural reinforcement if necessary. ROM estimate also includes 24 additional man hours of minor (non structural) crack repair and associated touch up paint. ROM does not include waterproofing or leak repair as further evaluation is necessary.
Estimated Cost: \$ 7,850.
- Roof. ROM Estimated pricing below
 - General Maintenance of Roof System Estimated Cost: \$ 14,500.
 - Stucco Repair Estimated Cost: \$ 5,250.
 - Gutter Repair Estimated Cost: To Be Determined
 - Replacement of Flat Roofs (if deemed necessary) Estimated Cost: \$ 65,000.
- Plumbing. Per plumbing inspection, general condition of plumbing components is good. No major improvements are recommended without first considering future usage and plans.
- Electric. No electrical improvements were recommended as a result of the electrical inspection.
- Termite treatment for the control of subterranean termites. Includes soil treatment at foundation
Estimated Cost: \$ 6,500.

Daniel May, EA Davidovits & Co.



555 PRICE AVENUE, SUITE 200
REDWOOD CITY, CA 94063
LICENSE #708744

E.A. DAVIDOVITS & Co., INC.

G e n e r a l C o n t r a c t o r s

Tony Ng, Director of Facilities Management
Shad Klein, Project Manager, New Initiatives
Lifelong Medical Care
PO Box 11247
Berkeley, CA 94712

May 20, 2022

Re. Building Inspection
830 University Ave.
Berkeley, CA 94712

Gentlemen,

Please see the following information pertaining to the Building Inspection performed over two site visits on Thursday, April 28th and Tuesday May 3rd, 2022. The site inspections were performed by Construction Industry Professionals to assess the existing conditions of the building, including:

- Structural Engineering
- Roof
- Plumbing
- Electric
- Termite

Dan Williams, General Superintendent, EA Davidovits & Co, was in attendance during inspections. The follow up reports received from each of the above trades have been reviewed by Daniel May, Senior Project Manager, EA Davidovits & Co. These reports are based upon the visual inspection of the property on the dates as noted above and the experience of the industry professionals who performed them. The conclusions and/or recommendations presented within each section of this report are to be considered the opinion of the particular industry professional who wrote it. EA Davidovits & Co. shall not be held liable for any finding, conclusion or recommendation by others.

This report is to be considered an assessment of the conditions available for visual inspection and is not intended to present guarantees, assurances of code, environmental or feasibility. The inspections and reports were performed within time and accessibility restraints. In order to ensure all manner of building or property condition, suitability, compliance or potential, additional inspection and review would need to be performed.

Thank you for the opportunity to submit this report



Daniel May, EA Davidovits & Co.



555 PRICE AVENUE, SUITE 200
REDWOOD CITY, CA 94063
LICENSE #708744

830 University Ave.
Berkeley, CA

Section One: Structural

DRE STRUCTURAL DESIGN

May 9, 2022

Dan May
E.A. & Davidovits
555 Price Avenue, Suite 200
Redwood City, CA 94063

RE: 830 University Ave Berkeley, CA
General Observations and Recommendations for Existing Buildings

Dear Mr. May,

Per your request, DRE Structural Design (DRE) has completed a limited building observation to review the current existing conditions of 830 University Ave in Berkeley, California. Specifically, DRE scope is to visually review the existing building and provide structural feedback regarding the conditions with proposed conceptual structural strengthening (if any). The following letter provides a summary of observations, as well as recommendations based on engineering judgment and professional opinion regarding the current condition of the building.

BACKGROUND

On April 28, 2022, DRE performed a site observation to review the general conditions of the existing building located at the above-mentioned address. As DRE understands it, the Owner is currently in the process of leasing the building and is requesting a structural observation of the existing conditions including feedback regarding structural strengthening. As part of the observation, a general structural review was performed to observe the building in its current configuration to identify any observable modification, damage, or other deficiencies which may affect the building performance.

The observation and recommendations presented in this report have been based on DRE initial site visit only. No as-built drawings of the original building were available for review.

OBSERVATIONS: BUILDING DESCRIPTION

The existing building is a one-story approximately 10,000 square foot building located on a generally flat site. The building is located in a moderately developed area surrounded by commercial buildings. The current building is a public health center with medical rooms and offices. The date of construction is approximately 1950. The south-east portion of the building was added in 1982 and the elevator was added in 2009.

Based on visual observations, the existing framing appears to be a combination of wood and concrete construction. The vertical load-bearing elements consists of wood-framed roof supported by wood framed walls. There is an existing basement with concrete retaining walls. The roof framing consists of 2x6 collar tie trusses @ 2'-0" oc which span from exterior wall to exterior wall. All interior walls are wood-framed and appear to be non-bearing walls. The site is in a seismically active area and has experienced moderate to strong ground shaking from earthquakes over the design life of the structure. The seismic force resisting system (SFRS) consists of a flexible wood diaphragm which spans horizontally to wood framed walls. The existing foundations are currently unknown but likely concrete shallow footings.

The current occupancy are medical exam rooms and offices.

OBSERVATIONS: EXISTING BUILDING

Conditions Assessment

Based on visual observations, the existing building appears to be in good condition with little or no signs of deterioration. The following below summarizes DRE observations.

1. Foundations: No significant wall or ceiling cracks were observed indicating foundation settlement or lateral movement. Current building tenants confirmed that there are no doors or windows getting stuck or jamming. The crawl space access was not accessible. The crawl space access is located outside below the Conference Room (W4).
2. Exterior Walls: Minor cracks were observed along south-west of the building, but no obvious significant damages were observed. See Photo 2.
3. Interior Walls: There are minor cracks in the ceiling and above the interior doors, but does not appear to indicate significant damages. Given the age of the building, this is to be expected. There is a potential structural crack in the hallway adjacent to the Evaluation Room 1 (C2). See below for additional recommendations.
4. Basement: The basement concrete walls look good. Minor cracks were observed but no signs of significant deficiencies. There are signs of efflorescent. See Photo 3. Efflorescence is a crystalline deposit of salts that can form when water is present in or on brick, concrete, stone, stucco or other building surfaces. It has a white or greyish tint and consists of salt deposits left behind when water evaporates. Efflorescence alone does not pose a major problem, but it can be an indication of moisture intrusion, which may compromise the structural material. In addition, the existing wall reinforcement is unknown. See below for additional for additional recommendations.
5. Roof Framing: The observable roof framing appeared to be in good condition. There were no signs of damages, excessive deflections, or decay were observed. There are signs are of rodents in the attic space.
6. Mezzanine Floor Framing: Existing finishes were in place which made it difficult to fully assess, but based on the accessible locations, it appears the existing

mezzanine is in good condition. No signs of excessive deflections were observed or felt.

Geological Site Hazards

Evaluation of geologic site hazards was not performed and no site specific geotechnical report was made available. However, the available California Geological Survey (CGS) seismic hazard maps were reviewed. According to California Geological Survey (CGS) hazard maps, the site is located within an area that is considered to have potential liquefaction occurrence. Please note that roughly one quarter of the San Francisco Bay region may be exposed to liquefaction with the shaking that has been forecast. The liquefaction susceptibility mapping is based on assessments of the potential for liquefaction in each Quaternary geologic map unit and applied across the entire area. A more detailed evaluation will be required, such as geotechnical borings, if any significant structural modification to the existing building considered.

Site susceptibility to seismically induced landslides and surface fault ruptures are considered to be low to moderate. Referenced geologic hazard map is included in Appendix B.

RECOMMENDATIONS

DRE site observations did not identify any imminent hazards or issues of immediate concern. There does not appear to be any potential structural or architectural conditions that pose a significant risk to occupants under gravity, wind, seismic, or daily vibration loading. Furthermore, it appears the building is compliant with the governing regulations at the time of original construction. However, there are a few concerns which are outlined below. Please note the following recommendations are conceptual only and still requires further engineering to determine size, spacing, and extent.

Excessive Wall Crack:

1. A significant wall crack was observed next to room C2. See Figure 1 for location and Photo 1 for crack. There appears to be a beam above the hallway and extends into the wall. The crack begins at the bottom of the beam and extends along the height of the wall. DRE recommends to remove the existing finishes to ensure the beam is properly supported with a column.

Basement Waterproofing and Water Drainage:

1. As mentioned above, there are signs of efflorescent in the basement level. This usually indicates water ponding or build up behind the wall (outside). DRE recommends to review the exterior water drainage to ensure all water drains away from the building.

The recommendations given above are based on site observations only. No calculations were performed. It is recommended that a more detailed existing building evaluation be performed with an accepted evaluation procedure such as ASCE 41-13, Seismic Evaluation and Retrofit of Existing Buildings (ASCE 41) if the owner decides to retrofit and seismically strengthen to meet current code. However, as mentioned above, the existing building appears to be compliant with the governing regulations at the time of the original construction.

LIMITATIONS

The services performed for this project have been provided at a level that is consistent with the general level of skill and care ordinarily provided by engineers practicing Structural Engineering. Work provided is done under the constraints of time and budget. It should also be noted that a number of factors make it difficult to fully assess the current condition of the existing structural

elements which include limited documentation available and the presence of finishes in many areas. All proposed existing framing will need to be field verified prior to construction.

DRE appreciates the opportunity to provide engineering services for this project and is available to be of further assistance as the project moves forward.

If you have any questions concerning this letter, please do not hesitate to contact me.

Sincerely,

DRE STRUCTURAL DESIGN

A handwritten signature in blue ink, appearing to read "D. Espino".

Daniel Espino, S.E.

APPENDIX A – EXISTING FLOOR PLAN

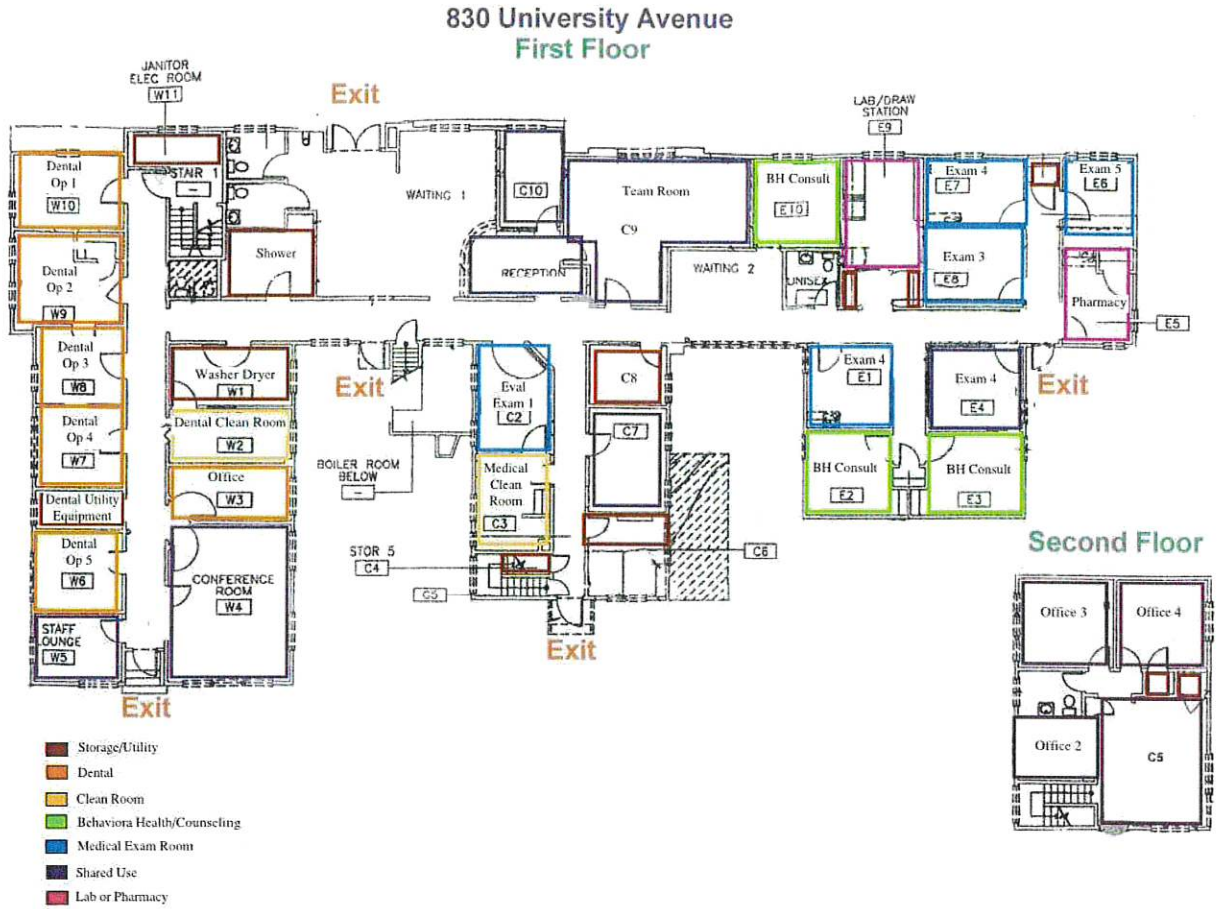


Figure 1 – Existing Floor Plan

APPENDIX B – GEOLOGICAL HAZARD MAPS

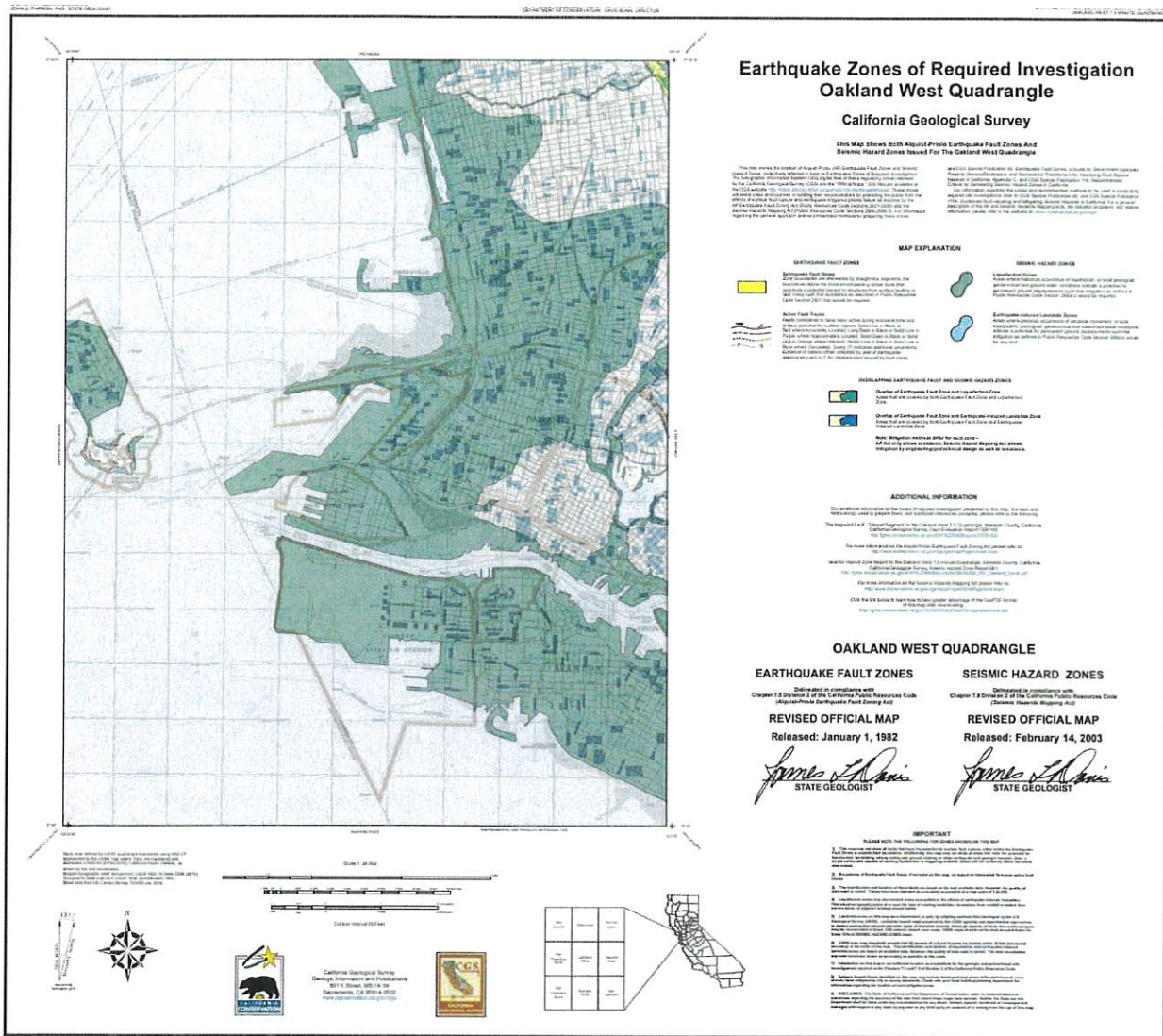


Figure 1 – USGS Geological Hazard Maps

APPENDIX C – PHOTOS

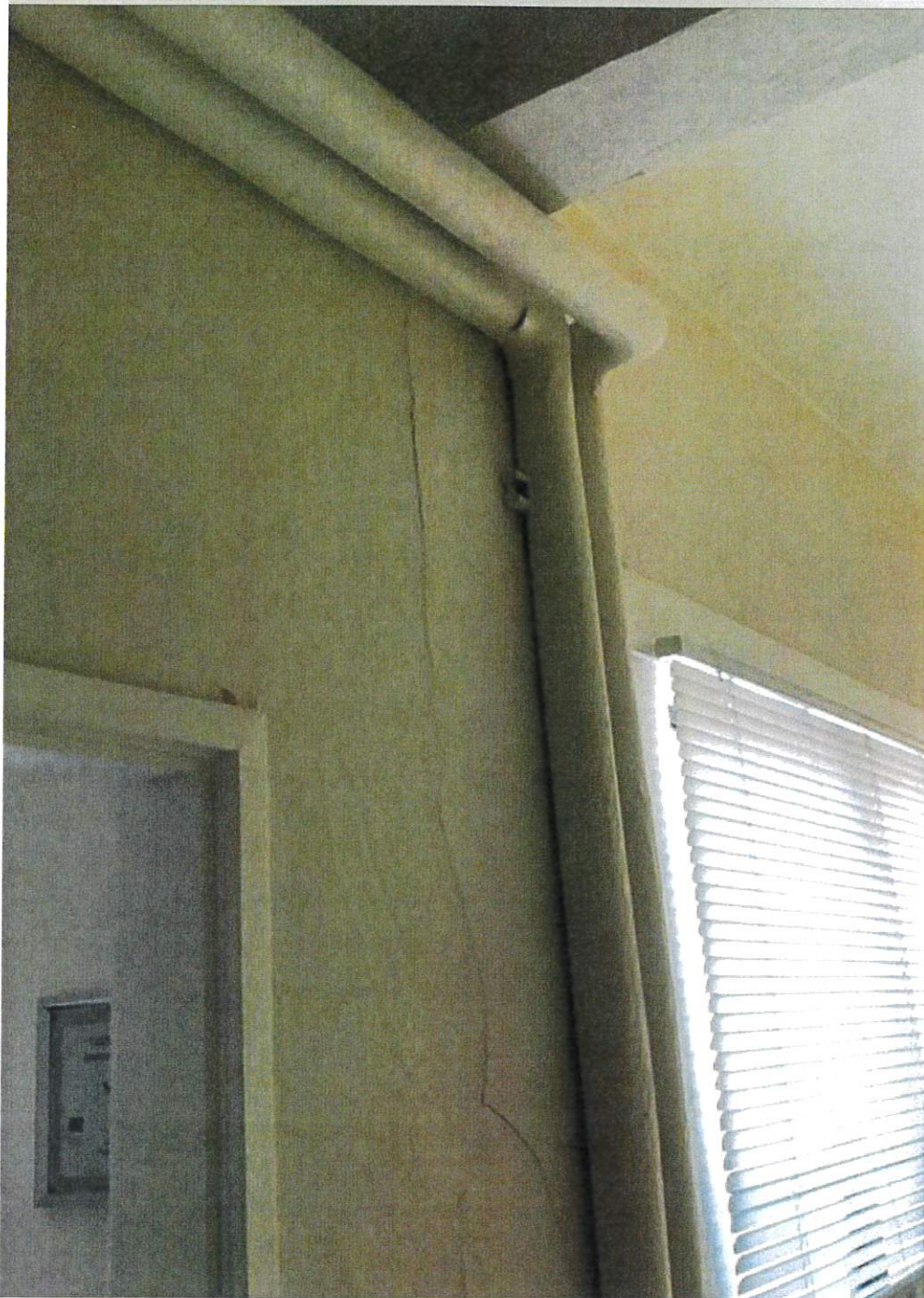


Photo 1 – Crack Below Beam at Room C2



Photo 2 – Crack in Exterior Wall



Photo 3 – Basement Walls

830 University Ave.
Berkeley, CA

Section Two: Roof



Roof Condition Assessment Report



**830 University Ave.
Berkeley, CA 94710**

Date: May 12, 2022
Inspector: Daniel Estrada

Prepared for:

E. A. Davidovits & Co., Inc.

EXECUTIVE SUMMARY AND PROPERTY DESCRIPTION

GoGreen Roofing Corporation was contracted by E. A. Davidovits., Inc. to perform a visual inspection of the existing roofing systems at 830 University Ave Berkeley, CA. The purpose of this inspection was to assess overall condition of the existing roofing systems, identify and document readily-visible material and roofing system defects that may significantly impact the integrity of the existing roofing systems, and provide recommendations for continued operations.

Note: This inspection was limited to visual observation only.

Flat Roof Evaluation and Synopsis

The inspector observed the overall condition of the BUR roofing system in poor condition and are in need of replacement. Cap sheet seams are found loose in many areas and membrane is deteriorated and showing signs of wear.

Life expectancy: 1 year (Gravel BUR Roof/Cap sheet roof).

BUR Cap sheet/gravel roof systems including all other roof components and flashings are recommended to be replaced with new Carlisle 60 Mil TPO membrane with a 20 year No Dollar Limit Warranty.

Coping cap seams are loose and sections are fastened at top face. It is recommended for coping cap to be replaced during re-roof process or sealed at best.

PC pipe jack flashings are recommended to be replaced during re-roof process or re-sealed at best.

Parapet walls consist of cap sheet membrane which also have loose seams and are recommended to be replaced or sealed at best.

Roof flashings in general are recommended to be replaced during reroof process or resealed at best.

Flat roof drains are in need of resealing through roof maintenance or roof replacement.

Attics were not inspected at this time.

Gutters are rusting and are in need of replacement or cleaned out at best.

Downspouts appear to be in fair condition but recommended to be replaced during gutter replacement.

Observations/Recommendations:



Observation:

The surface materials on the flat roof sections throughout are severely weathered, brittle and cracking from old age. Damage to the cap sheet and seam failure was observed throughout.

Recommendations:

GRC highly recommends replacing all flat roofs or performing a maintenance at best; 3-course using Metacrylic's gel and polyester fabric at all loose seams if re-roof is not an option at this time. Due to current conditions, we consider the flat roofs to have met the end of its useful life. Re-roof options consist of: Carlisle TPO Single Ply 20 Year Warranty (overlay).



Observation:

Cap sheet corners damaged and opened to water intrusion.

Recommendation:

GRC highly recommends replacing all flat roofs or performing a maintenance at best; 3-course using Metacrylic's gel and polyester fabric at all loose seams if re-roof is not an option at this time. Due to current conditions, we consider the flat roofs to have met the end of its useful life. Re-roof options consist of: Carlisle TPO Single Ply 20 Year Warranty (overlay).



Observation:

The surface materials on the flat roof sections throughout are severely weathered, brittle and cracking from old age. Damage to the cap sheet and seam failure was observed throughout.

Recommendations:

GRC highly recommends replacing all flat roofs or performing a maintenance at best; 3-course using Metacrylic's gel and polyester fabric at all loose seams if re-roof is not an option at this time. Due to current conditions, we consider the flat roofs to have met the end of its useful life. Re-roof options consist of: Carlisle TPO Single Ply 20 Year Warranty (overlay).



Observation:

Top coat showing signs of wear.

Recommendations:

GRC highly recommends replacing all flat roofs or performing a maintenance at best; 3-course using Metacrylic's gel and polyester fabric at all loose seams if re-roof is not an option at this time. Due to current conditions, we consider the flat roofs to have met the end of its useful life. Re-roof options consist of: Carlisle TPO Single Ply 20 Year Warranty (overlay).



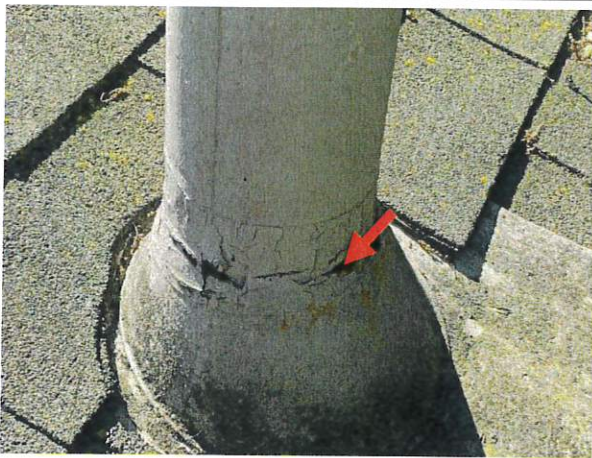
Observation:

Roof shingles appear to be in fair conditions and expected to last 5-8 years with proper maintenance repairs performed.



Observation:

Debris at shingle roofs to be cleaned out.



Observation:

Pipe jack seal cracked and deteriorated.

Recommendations:

Install new EPDM rubber collars as needed.

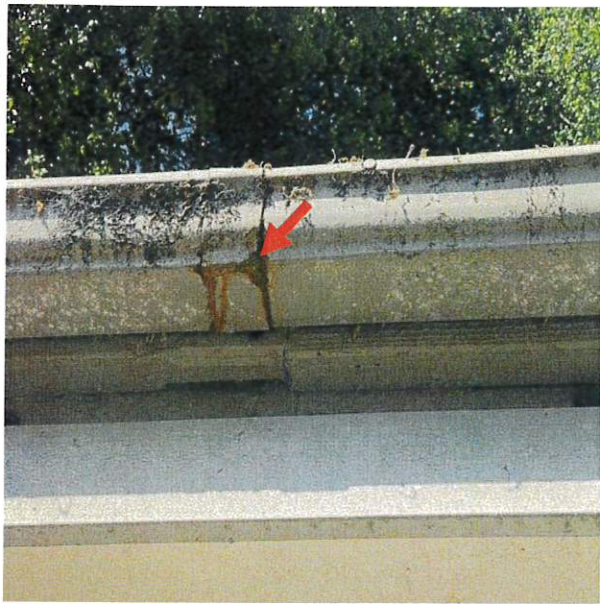


Observation:

Gutters were observed with debris or with organic growth.

Recommendations:

GRC recommends full replacement of gutters and downspouts or cleaning at best.

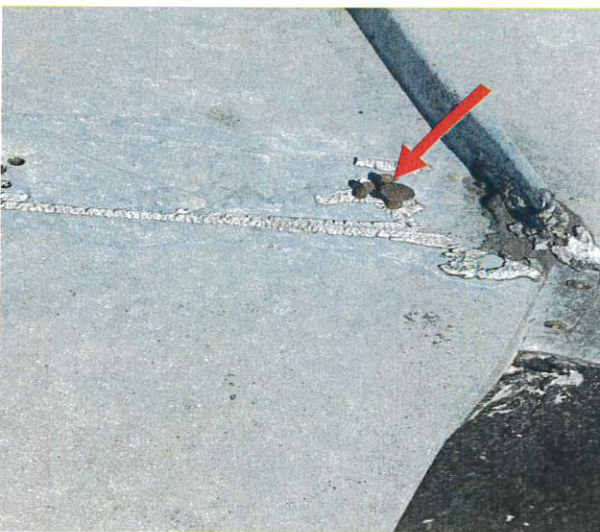


Observation:

Gutter seams rusting and failing.

Recommendations:

Remove and replace gutters with new seamless type aluminum or steel with new aluminum downspouts.



Observation:

Method used to secure coping metal failing resulting in damages.

Recommended Corrective Action:

Seal coping cap as best as possible with approved sealant.

Replace coping metal during roof replacement.



Observation:

Clogged collector box and rusting.

Recommendations:

Remove and replace collector heads and replace scuppers or clean out at best.



Observation:

Skylights appear to be failing at this time and sealant failing.

Recommendations:

Remove and replace skylights with new skylights.



Observation:

Severe stucco damages observed.

Recommendations:

Perform stucco repairs as needed and install new 3 coat stucco patch primed and painted to match as close as possible.



Observation:

Water intrusion damages from upper hog valley area between C8-C9.

Recommendations:

Perform water test at roof areas over water intrusion area and provide scope of work for required repairs.

Shingle Roof Evaluation and Synopsis

The inspector observed the overall condition of the shingle roofing system which includes: field, ridge, hips, penetrations, eaves, gutters, downspouts etc. Shingle roofs appear to be in fair conditions, but maintenance is required to extend the life expectancy 5-8 years.

Shingle roofs consist of composition shingles. Maintenance is recommended including but not limited to: flashing refastening, collar installation, roof jack painting, cleaning etc.

Ventilation Please be advised no calculations have been verified or inspected through attic space.

Hip and Ridge shingles appear to be installed correctly and performing as intended.

PC pipe jack flashings appear to be installed correctly but are in need of EPDM rubber collars and storm collars installed per manufacture recommendations.

Roof flashings in general appear to be installed correctly with only regular maintenance required which may include paint, caulk, re-fastening with neoprene rubber fasteners.

Skylights are in need of replacement as sealant appears to be damaged, brittle and deteriorating.

Gutters and downspouts are recommended to be replaced or a cleaning at best.

Stucco in need of repairs at confined rake area for proper tie in with roofing step flashings to avoid immediate water intrusion during inclement weather.

Water test required over C8 and C9 to determine leak source area to perform proper repairs at cricket/hog valley at steep sloped roof.

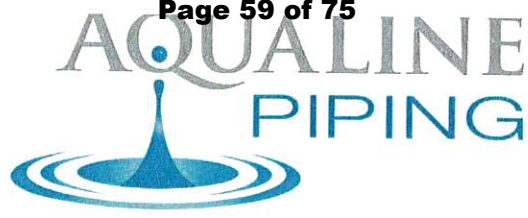
BUR Roof Evaluation and Synopsis

The inspector observed the overall condition of the BUR (cap sheet/gravel) roofing system which includes: scuppers, coping cap, parapet walls, jacks, curbs etc.

BUR roofs have met the end of their useful lifespan and are in need of replacement. GRC recommends the installation of a new TPO single ply roof system.

830 University Ave.
Berkeley, CA

Section Three: Plumbing



Daniel May
EA Davidovits

May 12, 2022

RE: 830 University Ave, Berkeley- Plumbing Building Inspection Report

GENERAL OVERVIEW: Arrived on site around 9:30 and started by doing my general plumbing inspection. I checked all fixtures, water and waste lines + valves and I didn't find any leaks apparent, but I did find two areas that had signs of leaks that may have sealed themselves over time: (1) hot angle stop in C2 and in the attic there are 3 booster pumps and the pump on the left, if facing the system, has signs at the outlet where there may be the same thing happened where it sealed itself. Also there was a 3rd place in the boiler room on the circulation pump 1-1/4 copper going in and out, leak signs at the flange at bottom of pump. Looks like it sealed itself as well, I found everything inside to be functioning properly at the boiler which is from 2010 and all the fixtures were draining properly and had good pressure on hot and cold lines. valves look to be in good condition as well as the pee traps.

SEWER & VENT CONDITIONS: I found 5 clean outs on the exterior of the property. And 2 closer to the street for city access. There are two in the front: one on the right and one on the left of the front entrance. The one on the right side of property is tied in with the addition on back of the building which wraps around to the front and goes through the building to the back, where it does a loop and runs into a clean out in the back left if facing the back door. And there is another to the right and the tie-in at a wye fitting that was actually backed up and holding water when I found it.

I ran the camera through the abs clean out on the right corner of the building downstream where I found two offsets: One downstream where city tie in is, and another at the service tee going up stream. **The line is back graded in some places and flat in others which cause build up.** I went out about 40 feet to the main and pulled back then found the off set up stream and couldn't clear it approximately one in gap.

I went next to the back where I found the back up. It was holding so I didn't run the camera until after it was clear and the line seemed to be in good functional condition for about 10 feet until it tied in at the wye to pick up the 2 story addition in the back. Then 45s down the back driveway before wrapping around the building picking up the service tee then it goes right again and picks up front clean out to the right. **Once I made it about 135 feet in, I found another major off set under the floor between the toilet and sink in first bathroom in front lobby area.** I located and continued to run camera until it wouldn't go anymore. I made it past 2-45s that align with the back left clean out. Approximately 145 feet then pulled back.

I noticed the section where the wye was, so I worked my camera back and forth to help push the buildup down the line once it came out of the connection underground. I ran my blow bag at left clean out and got the build up to go back into the pipe coming from the 2 story section, so I put my blow bag through the clean out on that side past the combo and was able to flush the line completely. The roof was too steep, and I wasn't able to do the vents. **I didn't find any signs of there being venting issues Either.**

DOMESTIC WATER CONDITIONS: I found all copper water lines except in the back 2 story section for C2 sink. **I found a 3/4 backflow in front for irrigation and another 2" backflow on left of property if facing the building which is for the domestic water. This is where I believe the water goes in to feed the building. Boiler is all copper from 2" lines down to 3/4 lines and all in good condition.**

SEWER PIPING MATERIAL: I found cast iron drains in some sections and what looks to be 4 inch gray sdr pipe in others on the exterior and under the floor where the drain loops and runs underneath. The clean out on the right corner property line is abs, this looks like it sunk over time and the section where off set is appears to be flat.

WATER HEATER: There is an electric 50 gallon water heater on the roof which also fed the 3-pump system which is hydronic and the air conditioning system.

Plumbing Inspection, 830 University.

Please use this link to access videos pertinent to the plumbing inspection performed

<https://www.dropbox.com/sh/ah7vmxvd8aziinh/AACxcVq9m4DkdpX6a1e5bhbka?dl=0>

830 University Ave.
Berkeley, CA

Section Four: Electric

EA Davidovits
555 Price Ave Suite 200
Redwood City Ca 94063

Attn: Dan May

Subject: 930 University Ave Berkeley Field Inspection Report

Dan,

The building has an existing 120/240volt single phase three wire 400amp switchgear. The switchgear has one PGE meter and three separate branch breakers. The breakers are feeding panels L-1 and L-2. The third breaker in the switchgear feeds the elevator. Panel L-1 and L-2 are fed with 2 pole 90-amp breakers and the elevator is serviced with a 2 pole 150-amp breaker. We removed the inspection covers from the switchgear and assessed the interior condition of the gear. It is in fair to good condition. No major issues were noted.

PANEL L-1 – Located in the electrical room directly to the right of the electrical switchgear. This panel is in fair to good condition. Upon inspection we did not find any major issue. Voltages were observed to be in the normal ranges.

PANEL L-2 – Located on the east side of the building in room E4. This panel is in fair to good condition. Upon inspection we did not find any major issue. Voltages were observed to be in the normal ranges.

Generator: The building has an existing 5kw natural gas generator. The generator, automatic transfer switch and panel are located outside on the south west portion of the building. The generator has 4 – 20amp 120 circuits that it backs up. The circuits are all labelled refrigerator. The clinic was operational during our site visit. We did not perform a start up test on the generator so its function is unknown.

Lighting:

The lighting system in the building has surface mount four-foot fluorescent wrap around style fixtures in the treatment rooms. These fixtures are all in good operating condition. They are controlled by standard toggle switches.

The lights in the hallways are either wall mount our ceiling mount four-foot fluorescent fixtures. Several are out throughout the space. However, these fixtures all appear to be in good physical condition and with a little maintenance could very likely provide years of good service.

Exit Signs: The building has operational exit signs and it appears they follow a proper egress path in the event of a fire. Other than one exit sign all of the exit signs all tested operation in the test mode.

Attic/Crawl Spaces: We looked at the attic areas and crawl spaces. No abnormal electrical conditions were observed. All junction boxes and wiring were closed up and the wiring was properly secured.

Exterior Lighting: The building has 5 – exterior wall packs on the rear of the building. They are controlled by a time clock in the electrical room. We tested the lights and all four were operational.

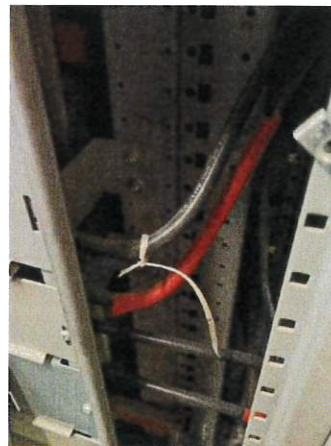
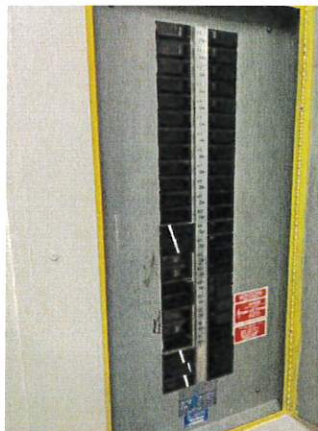
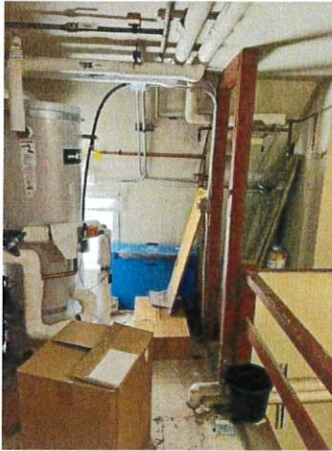
Summary:

Over-all the building is in very good condition electrically. Although the building is old and the electrical system is older it is very functional and safe. This building should provide years more of great service with some light maintenance.

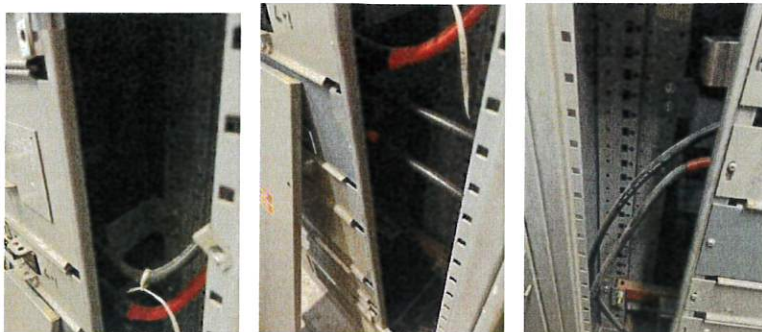
Electrical Photos – 830 University



Electrical Photos – 830 University



Electrical Photos – 830 University



830 University Ave.
Berkeley, CA

Section Five: Termite

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Exhibit B2

Building No. 830	Street University Ave	City Berkeley	Zip 94710-2044	Date of Inspection 05/04/2022	Number of Pages 1 of 8
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Pacific Coast Termite Inc.
40487 Encyclopedia Circle
Fremont, CA 94538
 Tel 510-252-0801 Fax 510-252-0826
 Registration #: BR5139

A LICENSED PEST CONTROL OPERATOR IS AN EXPERT IN HIS/HER FIELD. QUESTIONS RELATIVE TO THIS REPORT SHOULD BE REFERRED TO HIM/HER.

Report #: 268517

Ordered by: E A 830 University Ave Berkeley, CA 94710-2044 650-222-0675	Property Owner and/or Party of Interest: E A 830 University Ave Berkeley, CA 94710-2044 650-222-0675	Report sent to: E A 830 University Ave Berkeley, CA 94710-2044 650-222-0675
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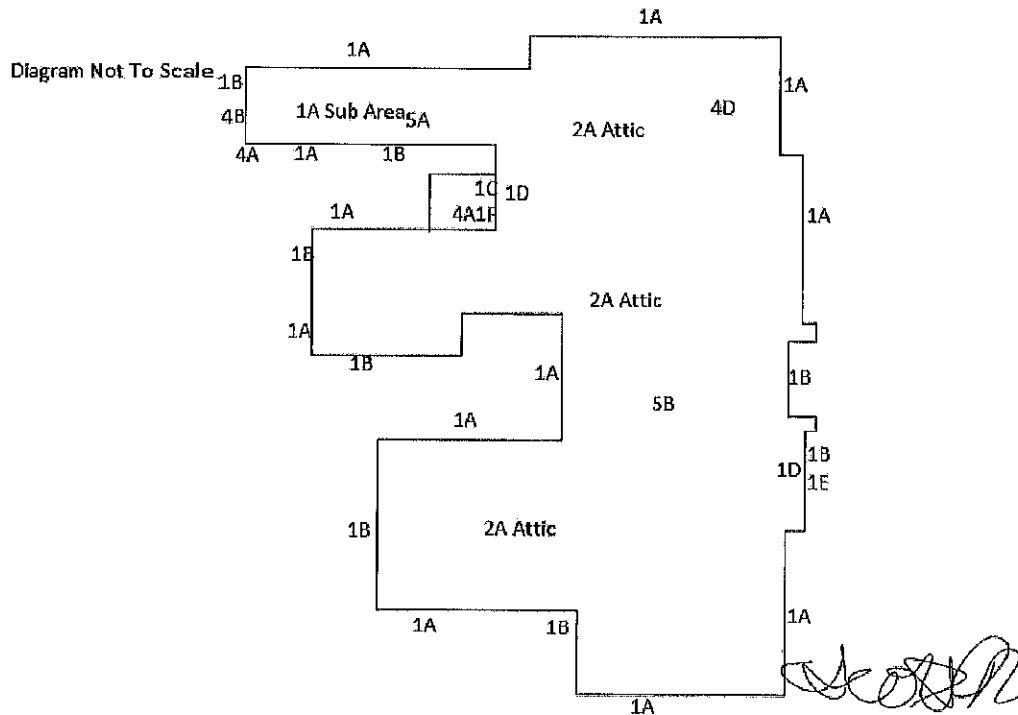
COMPLETE REPORT LIMITED REPORT SUPPLEMENTAL REPORT REINSPECTION REPORT

General Description: 2 Story, Commercial health car Building, Occupied and Furnished	Inspection Tag Posted: Attic
	Other Tags Posted: None

An inspection has been made of the structure(s) shown on the diagram in accordance with the Structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected.

Subterranean Termites Drywood Termites Fungus/Dryrot Other Findings Further Inspection

Key: 1 = Subterranean Termites 2 = Drywood Termites 3 = Fungus/Dryrot 4 = Other Findings 5 = Unknown Further inspection



Inspected By: Scott Nelson State License No.: FR45955 Signature: _____

You are entitled to obtain copies of all reports and completion notices on this property reported to the Structural Pest Control Board during the preceding two years. To obtain copies contact: Structural Pest Control Board, 2005 Evergreen Street, Suite 1500, Sacramento, CA 95815

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916) 561-8708, (800) 737-8188 or www.pestboard.ca.gov.

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT Exhibit B2

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General Comments

WHAT IS A WOOD DESTROYING PEST AND ORGANISM INSPECTION REPORT? READ THIS DOCUMENT. IT EXPLAINS THE SCOPE AND LIMITATIONS OF A STRUCTURAL PEST CONTROL INSPECTION AND A WOOD DESTROYING PEST AND ORGANISM INSPECTION REPORT.

A Wood Destroying Pest and Organism Inspection Report contains findings as to the presence or absence of evidence of wood destroying pests and organisms in visible and accessible areas and contains recommendations for correcting any infestations or infections found. The contents of Wood Destroying Pest & Organism. Inspection Reports are governed by the Structural Pest Control Act and regulations.

Some structures do not comply with building code requirements or may have structural, plumbing, electrical, mechanical, heating, air conditioning or other defects that do not pertain to wood destroying organisms. A Wood Destroying Pest & Organism Inspection Report does not contain information on such defect, if any, as they are not within the scope of the licenses of either this company, or it's employees.

The Structural Pest Control Act requires inspection of only those area which are visible and accessible at the time of inspection. Some areas of the structure are not accessible to inspection, such as the interior of hollow walls, spaces between floors, areas concealed by carpeting, appliances, furniture or cabinets. Infestations or infections may be active in these areas without visible and accessible evidence. If you desire information about areas that were not inspected, a further inspection may be performed at an additional cost. Carpets, furniture or appliances are not moved and windows are not opened during a routine inspection.

INACCESSIBLE AREAS: Certain areas are recognized by the industry as inaccessible and or for other reasons not inspected, as indicated in Section 1990, Paragraph (d) of the California Structural Pest Control Act. These include, but are not limited to: furnished interiors; inaccessible attics or portions thereof; the interior of hollow walls; spaces between a floor or porch deck and the ceiling or soffit below; stall showers over finished ceilings; such structural segments as Porte cocheres, enclosed bay windows, buttresses, and similar areas to which there is no access without defacing or tearing out lumber, masonry or finished work; built-in cabinet work; floors beneath coverings, areas where storage conditions or locks make inspection impracticable.

NOTE: "THE EXTERIOR SURFACE OF THE ROOF WAS NOT INSPECTED. IF YOU WANT THE WATER TIGHTNESS OF THE ROOF DETERMINED, YOU SHOULD CONTACT A ROOFING CONTRACTOR WHO IS LICENSED BY THE CONTRACTOR'S STATE LICENSE BOARD". This company does not certify or guarantee against any leakage, such as (but not limited to) plumbing, appliances, walls, doors, windows, any type of seepage, roof or deck coverings. This company renders no guarantee, whatsoever, against any infection, infestation or any other adverse condition which may exist in such areas or may become visibly evident in such area after this date, Upon request, further inspection of these areas would be performed at an additional charge.

In the event damage or infestation described herein is later found to extend further than anticipated, our bid will not include such repairs. **OWNER SHOULD BE AWARE OF THIS CLOSED BID WHEN CONTRACTING WITH OTHERS OR UNDERTAKING THE WORK HIMSELF/HERSELF.**

Having termite treatment including preventative work done on your home is not a substitute for regular home maintenance.

This Wood Destroying Pest & Organisms Report **DOES NOT INCLUDE MOLD** or any mold like conditions. No reference will be made to mold or mold-like conditions. Mold is not a Wood Destroying Organism and is outside the scope of this report as defined by the Structural Pest Control Act. If you wish your property to be inspected for mold or mold like conditions, please contact the appropriate mold professional.

This company will reinspect repairs done by others within four months of the original inspection. A charge, if any, can be no greater than the original inspection fee for each reinspection. The reinspection must be done within ten (10) working days of request. The reinspection is a visual inspection and if inspection of concealed areas is desired, inspection of work in progress will be necessary. Any guarantees must be received from parties performing repairs.

Wall paper, stain, or interior painting are excluded from our contract. New wood exposed to the weather will be prime painted, only upon request at an additional expense.

All pesticides and fungicides must be applied by a state certified applicator (sec. 8555 Business and Professions Code Division 3) and in accordance with the manufacturer's label requirements.

"NOTICE: REPORTS ON THIS STRUCTURE PREPARED BY VARIOUS REGISTERED COMPANIES SHOULD LIST THE SAME FINDINGS (I.E. TERMITE INFESTATIONS, TERMITE DAMAGE, FUNGUS DAMAGE, ETC.) HOWEVER, RECOMMENDATIONS TO CORRECT THESE FINDINGS MAY VARY FROM COMPANY TO COMPANY. YOU HAVE THE RIGHT TO SEEK A SECOND OPINION FROM ANOTHER COMPANY."

Please note: drywood termite droppings may be observed for a period of up to 6 months following treatment. Should activity continue please call the offices of Pacific Coast Termite. Should you see any live activity (Swarmer), please call to schedule a service call right away.

_____initials

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT Exhibit B2

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SUBTERRANEAN TERMITES**Description of Findings**

- Finding: 1A Treatment for the control of subterranean termites at the subarea and exterior perimeter soil areas.
- Recommendation: Treat the soil with Altriset at all probable entry points around the foundation of the structure. This may include rod injection to the soil, trenching around the foundation walls of the exterior, subarea and pier posts in the sub area. It may be necessary to drill through any attached slab foundation. While due caution is exercised, Pacific Coast Termite, Inc. is not responsible for damage to plumbing, electrical, or any other service lines beneath the slab. Scrape and/or remove all accessible subterranean termite shelter tubes.
- Finding: 1B Treatment for the control of subterranean termites at the exterior perimeter slab areas.
- Recommendation: Treat the soil with Altriset at all probable entry points around the foundation of the structure. This may include rod injection to the soil, trenching around the foundation walls of the exterior, subarea and pier posts in the sub area. It may be necessary to drill through any attached slab foundation. While due caution is exercised, Pacific Coast Termite, Inc. is not responsible for damage to plumbing, electrical, or any other service lines beneath the slab. Scrape and/or remove all accessible subterranean termite shelter tubes.
- Finding: 1C Evidence of subterranean termites noted at basement threshold and framing.
- Recommendation: Scrape and/or remove all accessible subterranean termite shelter tubes.
- Finding: 1D Evidence of subterranean termites noted at basement wall framing and bottom plate.
- Recommendation: The following areas will be treated for the control of subterranean termites in the prescribed manner with a foam solution (Termidor SC, Alpine Foam or Altriset). It will be injected in areas where active subterranean termite infestation was noted. Scrape and/or remove all accessible subterranean termite shelter tubes.

DRYWOOD TERMITES

- Finding: 2A Preventative treatment for the control of drywood termites at the accessible attic wood framing members.
- Recommendation: A foam solution of Bora-Care will be applied on all accessible exposed wood framing for the control of drywood termite infestation.

OTHER FINDINGS

- Finding: 4A The gutter downspout diverter(s) were noted to be missing and/or broken.
- Recommendation: The repair noted above is outside the scope of our operations. The owner should employ the services of a licensed tradesperson to inspect and/or repair this damage.
- Finding: 4B The stucco was noted to be below grade.
- Recommendation: This is a normal construction style for a home this age. There is no practical or economical method to make this area accessible or to eliminate the below grade, stucco below grade or brick veneer below grade condition. No further recommendations are made. Periodic inspections are advised.
- Finding: 4C Cracked stucco was noted throughout the exterior of the structure.
- Recommendation: The repair noted above is outside the scope of our operations. The owner should employ the services of a licensed tradesperson to inspect and/or repair this damage.

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT Exhibit B2

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Finding: 4D Damaged sheet rock was noted to the interior of the structure.
Recommendation: The repair noted above is outside the scope of our operations. The owner should employ the services of a licensed tradesperson to inspect and/or repair this damage.

FURTHER INSPECTIONS

Finding: 5A The subarea was not inspected due to low clearance and no practical access.
Recommendation: There is no practical economical method to make this area accessible for inspection. No opinions are rendered at this time. Periodic inspections are advised.

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT^{Exhibit B2}

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Disclaimer

Limited Warranty, Disclaimer and Limitation of Claims. Company guarantees that the work will be performed in a good workmanlike manner within generally accepted pest control practices. The warranty covers all work performed by Company in accordance with the recommendations noted in the Inspection Report, and if termite infestation is found in any of those areas in which work was performed within two (2) years of the completion of Company's work, further treatments will be performed at no additional charge to remediate such infestation in accordance with any recommendations made in a subsequent inspection report identifying such infestation. The warranty covers all structural repair work performed against defects in workmanship and materials for a period of one (1) year from the date of its completion, and is limited to the performing the repairs necessary to correct any such defects in workmanship. This warranty does not cover damage or defects that are the result of characteristics common to the materials used, or conditions resulting from consideration, expansion, or contraction of such materials. Further, Company makes no warranties or representations concerning any pesticides or other materials installed by Company. Warranty work will be completed within sixty (60) days from the date of receipt of written request from Owner. Company's sole obligation shall be to repair, or replace, such work, or portion thereof, that has been promptly reported as defective by Owner within the warranty period and which has been determined by Company to have been defective. "Local treatment is not intended to be an entire structure treatment method. If infestations of wood destroying pests extend or exist beyond the area(s) of local treatment, they may not be exterminated."

This report is not to be used for escrow purposes, unless specified and separated.

If you decide to sell your home while it is under warranty and the buyer demands that your home be fumigated, Pacific Coast Termite is not responsible for the cost of fumigation or any expenses incurred during the process.

THE ABOVE LIMITED WARRANTY IS THE ONLY WARRANTY MADE BY COMPANY. COMPANY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTY, INCLUDING ALL WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY SHALL HAVE NO LIABILITY FOR ANY INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES TO OWNER WITH RESPECT TO COMPANY'S OBLIGATIONS HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PRODUCTION, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITES, EMOTIONAL DISTRESS, AGGRAVATION, OR ANY OTHER SIMILAR DAMAGES EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Force Majeur-Delay-Extension of Time. Company shall not be liable for any delay or nonperformance caused by an act of God, acts of the Owner, the Owner's architect, engineer, contractor, or the building department, stormy weather, strikes or other labor troubles not the fault of Company, extra work ordered by the Owner, Owner's architect, engineer, contractor, or the building department, unavailability of materials, failure of the Owner to make progress payments when due that substantially interferes with the Company's ability to continue performance of the work, or any other contingency beyond the Company's reasonable control.

NOTICE TO OWNER:

Under the California Mechanics Lien Law any structural pest control company which contracts to do work for you, any contractor, subcontractor, laborer, supplier or other person who helps to improve your property, but is not paid for his or her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your structural pest control company in full if the subcontractor, laborers or suppliers remain unpaid. To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice." Prime contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid.

*****NOTICE TO OCCUPANT*****

In accordance with the laws and regulations of the State of California, we are required to provide you the following information prior to application of pesticides to your property.

State law requires that you be given the following information: CAUTION, PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control companies are licensed and regulated by the Structural Pest Control Board, and apply pesticides

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT ^{Exhibit B2}

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which are registered and approved for use by the California Dept. of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the State finds that, based on existing scientific evidence there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized.

If within 24 hours following application, you experience symptoms similar to common illness comparable to the flu, contact your physician or poison control center (800)876-4766 and your pest control company immediately. Effects of over exposure to these materials can include tremors, lethargy, CNS stimulation and tonic and colonic convulsions.

For further information contact any of the following:

Pacific Coast Termite, Inc. (800) 669-1900

Poison Control Center (800) 876-4766

For Health Questions: County/ City Health Departments

Alameda (510) 267-3250 Amador (209) 223-6407 Berkley City (510) 981-5300
 Calaveras (209) 754-6460 Contra Costa (925) 313-6767 El Dorado (530) 621-6100
 Fresno (559) 445-3550 Kern (661) 321-3000 Kings (559) 584-1401
 Lake (707) 994-9433 Long Beach (562) 570-7468 Los Angeles (213) 351-7800
 Marin (415) 473-6007 Mariposa (209) 966-3689 Mendocino (707) 472-2600
 Merced (209) 381-1023 Monterey (831) 755-4683 Napa (707) 253-4270
 Orange (800) 564-8448 Pasadena (626) 744-6012 Placer (530) 889-7141
 Riverside (951) 358-5107 Sacramento (916) 875-7468 San Benito (831) 637-5367
 San Bernardino (909) 387-6521 San Diego (866) 358-2966 San Francisco (415) 554-2830
 San Joaquin (209) 468-3481 San Luis Obispo (805) 781-5500 San Mateo (650) 573-2877
 Santa Barbara (805) 346-8420 Santa Clara (408) 792-5040 Santa Cruz (831) 454-4343
 Solano (707) 553-5402 Sonoma (707) 565-4567 Stanislaus (209) 558-8872
 Tulare (800) 834-7121 Tuolumne (209) 533-7401 Ventura (805) 981-5211
 Yolo (530) 666-8645

For Application Information: County Agricultural commissioners offices:

Alameda (510) 670-5232 Amador (209) 223-6487 Calaveras (209) 754-6504
 Contra Costa (925) 646-5250 El Dorado (530) 621-5520 Fresno (559) 600-7510
 Kern (661)868-6300 Kings (559) 582-3211 Los Angeles (626) 575-5471
 Lake (707) 263-0217 Marin (415) 473-6700 Mariposa (209) 966-2075
 Mendocino (707) 463-4208 Merced (209) 385-7431 Monterey (831) 759-7325
 Napa (707) 253-4357 Orange (714) 955-0100 Placer (530) 889-7372
 Riverside (951) 995-3000 Sacramento (916) 875-6603 San Benito (831) 637-5344
 San Bernardino (909) 387-2115 San Diego (858) 694-2741 San Francisco (415) 252-3830
 San Joaquin (209) 953-6000 San Luis Obispo (805) 781-5910 San Mateo (650) 363-4700
 Santa Barbara (805) 681-5600 Santa Clara (408) 918-4600 Santa Cruz (831) 763-8080
 Solano (707) 784-1310 Sonoma (707) 565-2371 Stanislaus (209) 525-4730
 Tulare (559) 684-3350 Tuolumne (209) 533-5691 Ventura (805) 477-1620
 Yolo (530) 666-8140

For regulatory information: Structural Pest Control Board (916) 561-8704
 2005 Evergreen Street, Suite 1500, Sacramento, Ca 95815

TERMITE AND FUNGUS CONTROL CHEMICALS

XT-2000 Orange Oil Plus (EPA Reg No. 71986-2)

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Active Ingredients: d-Limonene.....95%

Bora-Care (EPA Reg No. 64405-1)

Active Ingredients: Disodium Octaborate
Tetrahydrate.....98%

Premise 75 WP (EPA Reg No. 432-1332)

Active Ingredients: Imidacloprid,
1-[(6-Chloro-3-pyridinyl)methyl]-N-nitro-2-imidazolidinimine.....75%

Premise Foam (EPA Reg No. 432-1391)

Active Ingredients: Imidacloprid; 1-[(6-chloro-3-pyridinyl)methyl]-N
nitro-2-imidazolidinimine.....0.05%

Altriset (EPA Reg No. 352-829)

Active ingredients:Chlorantraniliprole,
3-Bromo-N-[4-chloro-2-methyl-6-[(methylamino)carbonyl]phenyl]-1-(3-chloro-2-pyridinyl)
-1H-pyrazole-5-carboxamide.....18.4%

Termidor SC (EPA Reg No. 7969-210)

Active Ingredients: fipronil: 5-amino-1-(2,6dichloro-4-(trifluoromethyl)
phenyl)-4-((1,R,S-trifluoromethyl)sulfinyl)-1-H-pyrazole-3-carbonitrile.....9.1%

Termidor HE (EPA Reg No. 7969-329)

Active Ingredients: fipronil: 5-amino-1-(2,6dichloro-4-(trifluoromethyl)
phenyl)-4-((1,R,S-trifluoromethyl)sulfinyl)-1-H-pyrazole-3-carbonitrile.....8.73%

Alpine Termite Foam (EPA reg. no. 499-526)

Active Ingredient: Dinotefuran,
N-methyl-N'-nitro-N'[(tetrahydro-3-furanyl)methyl]guanidine.....0.025%

Tim-Bor Professional (EPA Reg. No. 64405-8)

Active Ingredients: Disodium Octaborate
Tetrahydrate.....98%

Advanced 375A (EPA Reg. No. 499-370)

Active Ingredients: Abamectin*B1.....0.011%

THANK YOU FOR CHOOSING PACIFIC COAST TERMITE, INC., to perform a structural pest control inspection on your property. Our inspection has determined that your property will benefit from the safe application of a chemical commonly used for structural pest control.

By signing below I authorize the following recommendations to be performed as stated in this report and for the price as set forth in the above report.

Authorized Signature/Date

Pacific Coast Termite, Inc. Rep/Date

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