

LEASE

This Lease (this “**Lease**”) is made and entered into as of January 1, 2025, by and between **CITY OF SOUTH SAN FRANCISCO**, a California municipal corporation (“**Landlord**”), and **BAR ANTZ, LLC**, a California limited liability company (“**Tenant**”). Landlord and Tenant are hereafter collectively referred to as the “**Parties**.”

RECITALS

A. Landlord is the owner of certain real property located at 240 Grand Avenue, South San Francisco, California (the “**Property**”). The Property consists of an existing commercial building.

B. Tenant desires to lease approximately 3,171 square feet of space within the Property from Landlord (the “**Premises**”), and Landlord desires to lease the Premises to Tenant conditioned upon the terms therein. The Premises is depicted in Exhibit A attached hereto and incorporated herein by this reference.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

ARTICLE 1.

BASIC LEASE PROVISIONS

1.1 **Tenant’s contact information:**

Joe Barwin
3471 21st Street, Apt. 4
San Francisco, CA 94110

1.2 **Landlord’s contact information:**

City of South San Francisco
400 Grand Avenue
South San Francisco, CA 94080
Attn: City Manager

1.3 **Premises:** More particularly described as the area shown in Exhibit A, attached hereto.

1.4 **Commencement Date:** **January 1, 2025.**

1.5 **Initial Term:** **36** months, beginning on the Commencement Date (“**Initial Term**”).

1.6 Extension of Term: Option to renew for another three (3) years, which may be exercised only upon the written approval of the Lessor. This option is not automatic and is subject to the Lessor's discretion.

1.7 **Rent:** \$4,000 per month and increases 3% every twelve (12) months. Tenant is eligible for Tenant Improvement Credit against rent up to a maximum of \$45,000 in accordance with Section 6.3 hereof.

1.8 **Security Deposit:** \$4,600

1.9 **Permitted Uses:** Typical uses for a retail store including storage of materials, packing supplies and materials to support the online business, office space for staff, and parking spot(s) for staff and material transportation in the garage. _.

1.10 **Parking:** Tenant and its employees, officers and customers are entitled to use unreserved parking spaces on the Property, for no additional charge.

ARTICLE II.

DEFINITIONS

As used in this Lease, the following terms shall have the definitions set forth below. Additional terms are defined in the remainder of this Lease.

2.1 **"Additional Rent"** means any amount of rent beyond the "Rent" as described in section 1.7 that Tenant is required to pay Landlord (e.g., late fees, or administrative charges), pursuant to this Lease.

2.2 **"Alterations"** means any decorations, modifications, additions or improvements made in, on, about, under or contiguous to the Premises by or for the benefit of Tenant.

2.3 **"Commencement Date"** is the date set forth in Section 1.4.

2.4 **"Premises"** means the rented premises shown on Exhibit A.

2.5 **"Property"** means that real property located at 240 Grand Avenue, South San Francisco, California.

2.6 **"Rent"** means the amount to be paid by Tenant to Landlord, pursuant to section 1.7

2.7 **"Term"** means the Initial Term of this Lease as set forth in Section 1.5.

ARTICLE III

PREMISES AND TERM

3.1 Leased Premises. Subject to and upon the terms and conditions set forth herein, Landlord hereby leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord. Tenant acknowledges that Landlord has made no representation or warranty regarding the condition of the Premises or the Property except as specifically stated in this Lease. The Parties agree that based upon their own inspection and estimates, the estimated square footage of the Premises is as stated in Section 1.3 hereof. Tenant and Landlord hereby stipulate and agree that the square footage of the Premises is as stated herein, notwithstanding any minor variations in measurement or other minor variations that may have occurred in the calculation thereof.

3.2 Appurtenant Rights. Tenant is granted the right during the Term to the nonexclusive use of the parking lot, sidewalks, driveways and other common area improvements located on the Property, for no additional charge or rent. Landlord has sole discretion to determine the manner in which such areas and improvements are maintained and operated.

3.3 Initial Term and Commencement. The Term of this Lease shall commence on the Commencement Date, and unless sooner terminated as provided herein, the Term shall be for the period of the Initial Term set forth in Section 1.5.

3.4 Extension of Term. Not Applicable.

3.5 No Representations. Tenant acknowledges that neither Landlord nor any of Landlord's agents has made any representation or warranty as to the suitability or fitness of the Premises for the conduct of Tenant's business, and that neither Landlord nor any agent of Landlord has agreed to undertake any alterations or additions or to construct any tenant improvements to the Premises except as expressly provided in this Lease.

3.6 Relocation. Landlord currently intends to renovate and rehabilitate the Property in the future, and anticipates that the uses of the Property after the renovation and rehabilitation may include retail and commercial uses. In the event that Tenant is displaced from the Property as a result of the renovation and rehabilitation of the Property, Landlord will provide to Tenant any relocation assistance and compensation that is required pursuant to applicable law, including Government Code Section 7260, *et seq.*, and the California Relocation Assistance and Real Property Acquisition Guidelines, 25 California Code of Regulations Section 6000, *et seq.*, to the extent required by law. Nothing in this Lease shall be construed as Tenant's waiver or relinquishment of any rights it may have to the foregoing relocation assistance and compensation, if any. In addition to the foregoing, in the event that Tenant is displaced from the Property as a result of the renovation and rehabilitation of the Property, Landlord shall provide Tenant a one-time first right of refusal to lease the Property commencing upon the completion of the renovation and rehabilitation of the Property, at the same rental rate and upon the same terms and conditions as are required for other tenants of the commercial building in which the Property is located.

ARTICLE IV

RENT, OPERATING EXPENSES, AND DEPOSITS

4.1 Rent. From and after the Commencement Date, Tenant shall pay to Landlord the monthly Rent set forth in Section 1.7. Each installment of Rent shall be due and payable to Landlord in advance, upon the Commencement Date and the first day of each month after the Commencement Date during the Term, without abatement, deduction, claim or offset except as otherwise expressly provided herein, and without prior notice, invoice or demand, at Landlord's address or such other place as Landlord may designate from time to time. The amount of Rent due in the first and last months of the Term shall be prorated.

4.2 Utilities. Tenant shall pay for all gas, electricity, heat, ventilation and air conditioning, telephone, cable, internet and all other utilities and services used in the Premises, which shall be separately metered and/or billed. Landlord agrees to cooperate as reasonably required by Tenant to assist Tenant with its obligations under the preceding sentence.

ARTICLE V USE OF PREMISES

5.1 Permitted Use. The Premises shall be used solely for the purposes set forth in Section 1.9 ("Permitted Use") and for no other purpose without written consent of Landlord, which may be granted or withheld in Landlord's sole discretion. Tenant shall not do or permit anything to be done in or about the Premises or the Property, nor bring or keep anything therein that would in any way subject Landlord to liability, increase the premium rate of or affect any fire, casualty, rent or other insurance relating to the Property or any of the contents of the Premises, or cause a cancellation of, or give rise to any defense by an insurer to any claim under, or conflict with, any policies for such insurance. If any act or omission of Tenant results in an increase in premiums, Tenant shall pay to Landlord upon demand the amount of such increase.

5.2 Signage. Any of Tenant's signage on the Premises or Property existing as of the Commencement Date shall be permitted to remain. Tenant shall obtain the prior approval of Landlord, which approval may be given or withheld in Landlord's reasonable discretion, before placing any additional sign or symbol on doors or windows or elsewhere in or about the Premises so as to be visible from the public areas or exterior of the Property, or upon any other part of the Property, including building directories. Any signs or symbols which have been placed without Landlord's approval may be removed by Landlord. Upon expiration or termination of this Lease, all signs installed by Tenant shall be removed and any damage resulting therefrom shall be promptly repaired by Tenant, or such removal and repair may be done by Landlord and the cost charged to Tenant as Additional Rent.

5.3 Repairs and Replacements. Tenant shall repair and maintain the Premises, including tenant improvements, fixtures and furnishings in good order and repair, and Tenant shall, at Tenant's sole expense make all repairs, replacements, alterations, or improvements to the extent triggered by or relate to (i) Tenant's particular use of the Premises, and/or (ii) any improvements or alterations made by or on behalf of Tenant to the Premises. If Tenant fails to maintain or keep the Premises in good repair, at Landlord's option, Landlord may, after

providing Tenant no less than thirty (30) days' prior written notice, perform any such required maintenance and repairs and Tenant shall pay Landlord's costs incurred in connection with such repairs, plus a percentage of such costs sufficient to reimburse Landlord for all overhead, general conditions, fees and other costs and expenses in connection therewith. Landlord shall have no obligation to maintain or repair the Premises or any improvements thereon during the Term of this Lease.

5.4 Parking. Landlord hereby grants to Tenant a nonexclusive license and right, in common with Landlord and all other tenants of the Property, and their customers, guests, licensees, invitees, employees and agents, to use the parking area located on the Property for vehicular parking, on a "first-come, first-served" basis, for no additional charge.

ARTICLE VI

ALTERATIONS AND ADDITIONS

6.1 Alterations and Improvements. Tenant may not make any Alterations to the Property or Premises without the prior written approval of Landlord. Any Landlord-approved Alterations shall be done at Tenant's expense, in a good and workmanlike manner, in conformity with plans and specifications reviewed and approved by Landlord, and in compliance with all applicable laws. Tenant shall obtain all necessary governmental approvals and permits for such Alterations. Tenant shall give Landlord not less than ten (10) business days' notice prior to the commencement of construction of any Alterations so that Landlord may post a notice of nonresponsibility on the Premises. In no event shall any Alteration, without the prior written consent of Landlord:

- (i) affect the exterior of the Property,
- (ii) affect any structural portion of the Property, including without limitation, the roof,
- (iii) require any change to the basic floor plan of the Premises or any change to the structural or mechanical components of the Premises,
- (iv) diminish the value of the Premises,
- (v) result in an increase in demand for building services or utilities,
- (vi) cause an increase in the premiums for hazard or liability insurance carried by Landlord, or
- (vii) overload the floor load capacity or unduly burden the plumbing, heating, ventilation, air conditioning, electrical or other basic systems that serve the Property.

6.2 Liens. Tenant shall not permit any mechanics', materialmen's or other liens, to be filed against the Property or against Tenant's leasehold interest in the Premises. Landlord has the right at all times to post and keep posted on the Premises any notice that it considers necessary for protection from such liens. If Tenant fails to cause the release of record of any lien(s) filed against the Premises or Tenant's leasehold estate therein, by payment or posting of a proper bond within ten (10) days from the date of the lien filing(s), then Landlord may, at

Tenant's expense, cause such lien(s) to be released by any means Landlord deems proper, including but not limited to payment of or defense against the claim giving rise to the lien(s). All sums reasonably disbursed, deposited or incurred by Landlord in connection with the release of the lien(s), including but not limited to all costs, expenses and attorney's fees, shall be due and payable by Tenant to Landlord as Additional Rent on demand by Landlord.

6.3 Tenant Improvement Credit. Tenant shall be entitled to a credit equal to the Tenant's actual cost of construction and installation of electrical modernization, interior construction and reconfiguration, and façade improvements which are Alterations permitted pursuant to Section 6.1 hereof, up to a maximum cumulative total of \$45,000 ("**Tenant Improvement Credit**"). Tenant shall submit copies of contracts and invoices for such Alterations to City, and evidence of Tenant's payment of such costs. Upon Tenant's submittal of a complete building permit application for the Alterations to the City, the Tenant Improvement Credit shall be applied to the monthly Rent due for the following month. Upon City's confirmation of Tenant's payment of the costs of the Alterations, and determination that the Alterations have been completed in accordance with the requirements of this Lease, the Tenant Improvement Credit shall be applied to the monthly Rent due hereunder until the Tenant Improvement Credit is depleted.

ARTICLE VII

INSURANCE AND INDEMNITY

7.1 Indemnity. To the fullest extent permitted by law, Tenant shall defend (with counsel reasonably acceptable to Landlord), indemnify and hold Landlord and its officers, employees and agents ("Indemnitees") harmless from and against any and all claims arising out of or relating directly or indirectly to this Lease or the Premises ("Claims"), including without limitation, Claims for or relating to loss of or damage to property, injury or death of any person, and economic losses and consequential or resulting damage of any kind, including any Claim arising from or in connection with or in any way attributable to: (i) the use or occupancy, or manner of use or occupancy of the Premises or the Property by Tenant or any employee, invitee, customer, guest or licensee of Tenant, (ii) any act, error, omission or negligence of Tenant or any employee, invitee, customer, guest or licensee of Tenant in, on or about the Premises or the Property, including without limitation Claims which directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with, or relate to, any act or omission of Tenant, (iii) any activity, work, or thing done, omitted, permitted, allowed or suffered by Tenant or employee, invitee, customer, guest or licensee of Tenant in, at, or about the Premises or the Property, or (iv) any breach or default in performance of any obligation on Tenant's part in the performance of any covenant or agreement to be performed under this Lease, except to the extent caused by the sole gross negligence or willful misconduct of the Indemnitees. The provisions of this section shall not be construed or interpreted as restricting, limiting or modifying Tenant's insurance obligations under this Lease and are independent of such obligations. Tenant's compliance with insurance requirements set forth in this Lease shall not restrict, limit or modify Tenant's indemnification obligations hereunder. The provisions of this section shall survive the expiration or earlier termination of this Lease.

7.2 Tenant's Insurance. Tenant shall, at its sole expense, procure and maintain throughout the Term all of the following:

- (a) Commercial general liability insurance, including contractual liability coverage, written on an "occurrence" policy form, covering bodily injury, property damage and personal injury arising out of or relating (directly or indirectly) to Tenant's operations, assumed liabilities, or use or occupancy of the Premises or the Property naming Landlord as an additional insured, with minimum coverage in the amount of One Million Dollars (\$1,000,000) per occurrence combined single limit;

- (2) Property insurance protecting Tenant against loss or damage by fire and such other risks as are insurable under then available standard forms of "all risk" insurance policies, covering Tenant's personal property and trade fixtures in or about the Premises or the Property, and any improvements or alterations in the Premises, in an amount of one hundred percent (100%) of actual replacement cost;

- (c) Workers' compensation insurance in not less than statutory limits; and

- (d) If Tenant operates owned, leased or non-owned vehicles on the Property, comprehensive automobile liability insurance with a minimum coverage of one million dollars (\$1,000,000) per occurrence, combined single limit.

The foregoing policies shall protect Tenant as named insured, and Landlord as additional insured (except for workers' compensation insurance). Landlord may increase, reduce, or otherwise modify Tenant's insurance requirements set forth herein (but not more than once each calendar year) in the event Landlord determines that such increase, reduction, or modification is warranted by inflationary changes after the Commencement Date and is consistent with reasonable commercial practices.

Each insurance policy must include an endorsement to provide that the policy and the coverage provided shall be primary, that Landlord, although an additional insured [not applicable to Workers' Compensation Insurance], shall nevertheless be entitled to recovery under such policy for any damage to Landlord by reason of acts or omission of Tenant, and that any coverage carried by Landlord shall be noncontributory with respect to policies carried by Tenant. A certificate of each such insurance policy or a certificate thereof, including appropriate endorsements, shall be delivered to Landlord by Tenant on or before the Commencement Date and annually thereafter.

Tenant shall cause its insurance companies issuing property insurance and workers' compensation insurance to waive any subrogation rights that those companies may have against Landlord, as long as the insurance is not invalidated by the waiver.

ARTICLE VIII
ASSIGNMENT AND SUBLETTING

8.1 Right to Assign and Sublet. Tenant shall not have the right to assign or sublet all or any part of Tenant's interest in this Lease or in the Premises without obtaining the prior written consent of Landlord, which may be granted, withheld or conditioned by Landlord in its reasonable discretion.

8.2 No Release of Obligations. Neither an assignment or subletting nor the collection of rent by Landlord from any person other than Tenant shall be deemed a waiver of any of the provisions of this Article or release Tenant from its obligations to comply with this Lease, and Tenant shall remain fully and primarily liable for all of Tenant's obligations under this Lease.

ARTICLE IX
DAMAGE AND DESTRUCTION

9.1 Repair and Restoration; Termination Rights. If all or part of the Premises is damaged by fire or other casualty, such that access to or use and occupancy of the Premises is materially impaired, Landlord and Tenant shall each have the option to terminate this Lease by giving written notice to the other of the exercise of that option within thirty (30) days after the damage or destruction, and this Lease shall terminate as of the date specified in such notice, which shall be not before the date of such notice nor more than thirty (30) days after the date of such notice. If neither Party exercises such option to terminate this Lease, then within forty-five (45) days of the date of the damage, Landlord shall notify Tenant of the estimated time, in Landlord's reasonable judgment, required for repair or restoration ("**Repair Period**"), and Landlord shall proceed promptly and diligently to repair or restore the Premises or the portion of the Premises necessary for Tenant's occupancy, and this Lease shall remain in effect.

9.2 Waiver of Statutory Provisions. The provisions of this Lease, including those in this Article IX, constitute an express agreement between Landlord and Tenant that applies in the event of any damage to the Premises or Property. Tenant, therefore, fully waives the provisions of any statute or regulation, including California Civil Code §§ 1932(2) and 1933(4), relating to any rights or obligations concerning any such casualty.

ARTICLE X
SURRENDER OF PREMISES; HOLDING OVER

10.1 Surrender of Premises. On expiration of the Term of this Lease, Tenant shall surrender the Premises in the same condition as when the Term commenced, ordinary wear and tear excepted. Except for furniture, equipment and trade fixtures (other than those which are affixed to the Premises so that they cannot be removed without material damage to the Premises) all alterations, additions or improvements made in or upon the Premises, either by Landlord or

Tenant, may, at Landlord's election, become Landlord's property without compensation to Tenant; provided that, upon reasonable written request of Landlord, Tenant shall, at its expense and without delay, remove any alterations, additions or improvements made to the Premises by Tenant and designated by Landlord to be removed, and shall repair any damage to the Premises caused by such removal. If Tenant fails to complete such removal or to repair the Premises, Landlord may complete such removal and repair, and Tenant shall reimburse Landlord therefor. If Tenant fails to remove such property as required under this Lease, Landlord may dispose of such property in its sole discretion without any liability to Tenant, and further may charge the cost of any such disposition to Tenant.

10.2 Holdover Tenancy. If Tenant remains in possession of the Premises after expiration or earlier termination of the Term of this Lease, Tenant shall be deemed, at Landlord's option, to occupy the Premises as a holdover tenant from month-to-month. During such tenancy (and prior to any termination by Landlord), Tenant agrees to pay Landlord, monthly in advance, an amount equal to the then fair market rental (as reasonably determined by Landlord) for the Premises, together with all other amounts payable by Tenant to Landlord under this Lease. Except as provided in the preceding sentence, such month-to-month tenancy shall be on the same terms and conditions of this Lease. Landlord's acceptance of Rent after such holding over with Landlord's written consent shall not result in any other tenancy or in a renewal of the Initial Term of this Lease.

ARTICLE XI

LANDLORD'S RESERVED RIGHTS.

11.1 Rights Reserved to Landlord. Without notice and without liability to Tenant, and without effecting an eviction or disturbance of Tenant's use or possession, Landlord shall have the right to (i) enter the Premises at reasonable times and with reasonable advance notice (and at any time in the event of an emergency), to inspect or repair the Premises and to perform any acts related to safety, protection, or improvement of the Premises; (ii) install and maintain signs on and in the Premises and the Property; and (iii) make such rules and regulations as, in the reasonable judgment of Landlord, may be needed from time to time for the safety of the tenants, the care and cleanliness of the Premises and the Property and the preservation of good order therein. Landlord shall at all times retain a key with which to unlock all of the doors in the Premises, except Tenant's vaults and safes. If an emergency necessitates immediate access to the Premises, Landlord may use whatever force is necessary to enter the Premises and any such entry to the Premises shall not constitute a forcible or unlawful entry into the Premises, a detainer of the Premises or an eviction of Tenant from the Premises or any portion thereof.

ARTICLE XII

DEFAULT AND REMEDIES

12.1 Tenant's Default. It shall be an "Event of Default" hereunder if Tenant shall:

(a) fail to pay when due any installment of Rent, or fail to pay any other amount owed by Tenant to Landlord under this Lease as and when due and such failure continues for five (5) days following written notice thereof to Tenant by Landlord;

(b) fail to provide any certificate, instrument or assurance as required by this Lease if the failure continues for ten (10) days after written notice of the failure to Tenant;

(c) make a general assignment for the benefit of its creditors or file a petition for bankruptcy or other reorganization, liquidation, dissolution or similar relief or have a proceeding filed against Tenant seeking any relief mentioned in this subsection (c) which is not discharged within sixty (60) days thereafter;

(d) abandon or vacate the Premises for more than one (1) month;

(e) assign this Lease or sublease any portion of the Premises in violation of Article XIII; or

(f) fail to comply with any other provision of this Lease in the manner required hereunder and such failure continues for thirty (30) days after written notice thereof to Tenant by Landlord (or if the noncompliance cannot by its nature be cured within the 30-day period, if Tenant fails to commence to cure such noncompliance within the 30-day period and thereafter diligently prosecute such cure to completion).

12.2 Remedies on Default. Upon the occurrence of an Event of Default, Landlord shall have the right to pursue any one or more of the following remedies in addition to any other remedies now or later available to Landlord at law or in equity. These remedies are not exclusive but instead are cumulative.

(a) Continue Lease. Landlord may continue this Lease in full force and effect. In such case, so long as Landlord does not terminate Tenant's right to possession, this Lease will continue in effect and Landlord shall have the right to collect Rent when due, and may undertake efforts to relet the Premises, or any part of them, to third parties for Tenant's account. No act by Landlord allowed by this Section shall terminate this Lease unless Landlord terminates Tenant's right to possession. After an Event of Default and for as long as Landlord does not terminate Tenant's right to possession of the Premises, Tenant shall have the right to assign or sublet its interest in this Lease, but Tenant shall not be released from liability.

(b) Terminate Lease. Landlord may terminate this Lease and Tenant's right to possession of the Premises at any time following an Event of Default. No act by Landlord other than giving written notice to Tenant shall terminate this Lease. Acts of maintenance or efforts to relet the Premises shall not constitute a termination of Tenant's right to possession. On termination, Landlord shall have the right to recover from Tenant all of the following:

(i) The amount of any unpaid Rent that had been earned at the time of termination of this Lease;

(ii) The amount of unpaid Rent that would have been earned after the date of termination of this Lease less any amount of the unpaid Rent that Tenant proves could have been reasonably avoided;

(iii) Any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform obligations under this Lease; and

(iv) Any other amounts, in addition to or in lieu of those listed above that may be permitted by law.

12.3 Landlord's Default. Landlord's failure to perform any of its obligations under this Lease shall constitute a Landlord Event of Default hereunder if the failure continues for thirty (30) days after written notice of the failure from Tenant to Landlord. If the required performance cannot be completed within thirty (30) days, Landlord's failure to perform shall not constitute a Landlord Event of Default if Landlord undertakes to cure the failure within such thirty (30) day period and diligently and continuously attempts to complete the cure as soon as reasonably possible. Tenant shall have the right to terminate this Lease and to vacate the Premises upon Landlord's default under this Lease.

ARTICLE XIII MISCELLANEOUS

13.1 No Waiver. No receipt and retention by Landlord of any payment tendered by Tenant in connection with this Lease shall constitute an accord and satisfaction, or a compromise or other settlement, notwithstanding any accompanying statement, instruction or other assertion to the contrary unless Landlord expressly agrees to an accord and satisfaction, or a compromise or other settlement, in a separate writing duly executed by Landlord. Landlord will be entitled to treat any such payments as being received on account of any item or items of Rent, interest, expense or damage due in connection herewith, in such amounts and in such order as Landlord may determine at its sole option. Any waiver of any condition or provision set forth in this Lease shall not be deemed a waiver of any subsequent breach of such condition or provision or of any other condition or provision, nor shall any such waiver be deemed a continuing waiver.

13.2 Severability. The Parties intend this Lease to be legally valid and enforceable in accordance with all of its terms to the fullest extent permitted by law. If an arbitrator or a court of competent jurisdiction holds any provision hereof to be invalid or unenforceable in whole or in part for any reason, the validity and enforceability of the remaining clauses, or portions of them, shall not be affected unless an essential purpose of this Lease would be defeated by loss of the invalid or unenforceable provision.

13.3 Governing Law; Venue; Construction. This Lease shall be construed according to the laws of the State of California without regard to principles of conflict of laws. Any action or proceeding that relates to, or arises from, this Lease shall be brought in a state court of competent jurisdiction located in San Mateo County. The captions used for the Sections and Articles of this

Lease have been inserted for convenience only and shall not be used to alter or interpret the content of this Lease.

13.4 Binding Effect; Survival. The covenants, conditions, warranties and agreements contained in this Lease shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. The representations and warranties of Landlord and Tenant and the indemnification obligations of Landlord and Tenant set forth herein shall survive the expiration or termination of this Lease as shall all other provisions hereof which are intended to survive such expiration or termination.

13.5 Time. Time is of the essence of each provision of this Lease.

13.6 Entire Agreement; Amendments. This Lease and Exhibit A attached hereto and incorporated herein by this reference, constitutes the final, complete, and exclusive statement of the terms of the agreement between Landlord and Tenant pertaining to the lease of the Premises and supersedes all prior and contemporaneous understandings or agreements of the parties. This Lease may not be amended or modified except in a writing signed by both Parties.

13.7 Notices. All notices delivered pursuant to this Lease shall be in writing and delivered to Landlord or Tenant at the applicable address designated in Section 1.1 or to such other address as may hereafter be designated by either party by written notice delivered to the other party in accordance with this Section. Such notices shall be effective on the earlier to occur of actual receipt or: (i) if mailed, three (3) days after posting at a United States post office, (ii) upon receipt if mailed by certified mail with return receipt requested, and (iii) upon delivery if delivered by overnight delivery service and delivery is confirmed by the delivery service.

13.8 Attorneys' Fees. If any judicial remedy or arbitration is undertaken to enforce or interpret any provision of this Lease, the prevailing party shall be entitled to reasonable attorneys' fees, costs, expert witnesses fees, post judgment collection costs, and other expenses, in addition to any other relief to which such party may be entitled.

13.9 Authority. Each party warrants and represents that it has full authority to enter into this Lease, that this Lease constitutes a binding obligation of such party, and that the individual(s) signing on behalf of such party are duly authorized to bind such party hereto.

13.10 Landlord Approvals. Whenever the consent or approval of Landlord is required hereunder, such consent or approval may be granted or withheld by the City Manager of Landlord or his or her designee, unless the City Manager determines in his or her discretion that such matter shall be referred to the City Council for consideration.

13.11 Counterparts. This Lease may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by any other party. This Lease shall take effect when signed by all Parties.

NOW THEREFORE, Landlord and Tenant have executed this Lease as of the date first written above.

LANDLORD:

CITY OF SOUTH SAN FRANCISCO

By: _____
Sharon Ranals
City Manager

ATTEST:

By: _____
Rosa Govea Acosta
City Clerk

APPROVED AS TO FORM:

By: _____
Sky Woodruff
City Attorney

TENANT:

BAR ANTZ, LLC,
a California limited liability company

By: _____
Its: _____

EXHIBIT A
PREMISES