



SAUSALITO MARIN CITY SCHOOL DISTRICT

Board of Trustees:
Caroline Van Alst, President
Joshua Barrow, Vice President
Ida Times, Clerk
Thomas Newmeyer
William Ziegler
Superintendent: Steve Van Zant

Sausalito Marin City School District

Agenda for the Special Meeting of the Board of Trustees

200 Phillips Drive, Sausalito, CA 94965

Wednesday, September 23, 2015

4:30 p.m. Open Session – Bayside MLK Jr. Academy Conference Room

I. OPEN SESSION – Call to Order

AGENDA

1. ORAL COMMUNICATIONS

Because the Board has a responsibility to conduct district business in an orderly and efficient way, the following procedures shall regulate public presentations to the Board. The Board is asking that members of the public wishing to speak, fill out a form located on the counter/table, stating their name and address; the agenda item; and the topic to be discussed. BB 9323.

The Governing Board is prohibited from taking any action on any item raised in this section unless the item is specifically agendaized. The members of the Governing Board may ask a question for clarification, provide a reference to staff or other resources for factual information, request staff to report back at a subsequent meeting on any matter or take action directing staff to place a matter of business on a future agenda. Governing Board members may make brief announcements or briefly report on his/her own activities as they relate to school business.

State open meeting laws allow members of the public to lodge public criticism of District policies, procedures, programs, or services. However, those same laws include specific provisions designed to protect the liberty and reputational interests of public employees by providing for the non-public hearing of complaints or charges against employees of the District. Under these laws, it is the employee subject to complaints or charges who is provided the right to choose whether those complaints or charges will be heard in open or closed session. It is therefore the desire of the Sausalito Marin City School District that complaints against an employee be put in writing, and that when the Board hears complaints or charges against an employee it do so in closed session unless the employee requests an open session. Consistent with the law and the opinion of the State Attorney General's Office, please submit any complaints against an employee in writing, to the administration, in accordance with the district's complaint procedure. This procedure is designed to allow the District to address complaints against employees while at the same time respecting their legitimate privacy rights and expectations.

2. GENERAL FUNCTIONS

2.01 Superintendent's Report: Update on fire at the district office

3. BUSINESS

3.01 Lease Agreement for temporary district office

4. ADJOURNMENT

In compliance with Government Code section 54957.5, open session materials distributed to Board Members for review prior to a meeting may be viewed at the District Office of the Sausalito Marin City School District, 200 Phillips Drive, Marin City, California, or at the scheduled meeting. Board agenda back-up materials may also be accessed online at www.smcsd.org. In addition, if you would like a copy of any record related to an item on the agenda, please contact the Administrative Assistant to the Superintendent at 415-332-3109

Entire board packet on www.smcsd.org/School Board/Meeting Agendas and Minutes

In compliance with the Americans with Disabilities Act, if you need special assistance, disability-related modifications or accommodations, including auxiliary aids or services, in order to participate in the public meetings of the District's governing board, please contact the office of the District Superintendent at 415-332-3190. Notification 72 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accommodation and accessibility to this meeting. Upon request, the District shall also make available this agenda and all other public records associated with this meeting in appropriate alternative formats for persons with a disability.

Sausalito Marin City School District

Agenda Item: 3.01

Date: September 23, 2015

<input type="checkbox"/> Correspondence	<input type="checkbox"/> Consent Agenda
<input type="checkbox"/> Reports	
<input type="checkbox"/> General Functions	
<input type="checkbox"/> Pupil Services	
<input type="checkbox"/> Personnel Services	
<input checked="" type="checkbox"/> Financial & Business Procedures	
<input type="checkbox"/> Curriculum and Instruction	
<input type="checkbox"/> Policy Development	

Item Requires Board Action: ☒ **Item is for Information Only:** ☐

Item: Lease for Temporary District Office

Background:

On September 6, 2015, the district office suffered a terrible fire. We were informed on September 15, 2015 by the district insurance company assessor, Dan Shoemaker, that the building is categorized as “a total loss”. As a result, we have had to find alternative premises to lease for a minimum of 12 months. The one-year lease agreement with SEAGATE BRIDGEWAY ASSOCIATES, LP, for office space located at 3030 Bridgeway, Sausalito, CA 94965 (spaces 244, 325, and 330, approximately 1285 rentable square feet) is attached. This space will be for district office staff, active files and the minimal storage of facilities, custodial and technology equipment/supplies. This space will allow the district office and IT staff to function until we move to a permanent location. Once the district receives the final inventory of everything that was lost in the fire, we can make a more accurate assessment of our office space needs.

Fiscal Impact:

None. The cost of the lease will be reimbursed by the District’s insurance company.

Recommendation:

Approve

Prepared for: Steve Van Zant

Prepared by: P. Rigney

LEASE

THIS LEASE agreement (the “**Agreement**”) is made and entered into as of **September 17, 2015** (the “**Lease Reference Date**”), by **SEAGATE BRIDGEWAY ASSOCIATES, LP**, a California limited partnership (“**Landlord**”), hereby leases to **SAUSALITO MARIN CITY SCHOOL DISTRICT** (“**Tenant**”).

WITNESSETH

1. BASIC LEASE INFORMATION.

- (a) **Building Address:** 3030 Bridgeway, Sausalito, CA 94965
- (b) **Premises:** Suite 244
- (c) **Rentable Area of Premises:** approximately 178 rentable square feet (rsf).
- (d) **Term:** One (1) Year.
- (e) **Term Commencement:** October 1, 2015 (the “**Lease Commencement Date**”).
- (f) **Term Expiration:** September 30, 2016 (the “**Lease Expiration Date**”).
- (g) **Rent:** Initially Five Hundred Seventy (\$570) per month, which third months’ rent shall be pre-paid upon Lease execution, and thereafter, payable monthly as set forth in the schedule below:

FOR THE PERIOD	MONTHLY RENT
October 1, 2015 through September 30, 2016	\$570

- (h) **Permitted Use:** Administrative and general office use.
- (i) **Security Deposit:** Five Hundred Seventy (\$570) Dollars, payable in cash upon Tenant’s execution of this Lease, which together with the first (1st) month’s Prepaid Rent will make a total amount due along with presentation of the signed Lease, of an amount equal to One Thousand One Hundred Forty (\$1,140) Dollars.
- (j) **Tenant Notice Address:**
 - Prior to the Lease Commencement Date:
SAUSALITO MARIN CITY SCHOOL DISTRICT
Attn: Paula Rigney – prigney@smcsd.org
(661) 303-4411
 - After the Lease Commencement Date:
SAUSALITO MARIN CITY SCHOOL DISTRICT
3030 Bridgeway, Ste 330
Sausalito, CA 94965
Attn: Paul Rigney (661) 303-4411

(k) **Landlord Notice Address:** SEAGATE BRIDGEWAY ASSOCIATES, LP
C/O Seagate Properties, Inc.
980 Fifth Avenue
San Rafael, CA 94901
Attn: Lease Administrator

Address for payment of Rent: SEAGATE BRIDGEWAY ASSOCIATES, LP
3030 Bridgeway, Suite 135
Sausalito, CA 94965
Attn: Property Manager

(l) **Broker(s):** **Tenant's Broker:** None.
Landlord's Broker: None.

(m) **Option To Extend:** See Exhibit C attached hereto.

2. **PREMISES.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord for the term of this Lease and at the rental as set forth in Basic Lease Information and upon the conditions set forth below, the Premises described in the Basic Lease Information and identified on the drawing attached hereto as Exhibit A. The Premises are located within the building commonly known as 3030 Bridgeway, Sausalito, California 94965 (the "**Building**"). The Premises, the Building and the legal parcel on which the Building is located, together with other appurtenances, are collectively, the "**Property**." Tenant shall take the Premises in their "AS-IS" condition, and Landlord shall have no obligation whatsoever to remodel, alter or improve the Premises for use by Tenant, to provide any improvement or construction allowance to Tenant, or to pay or reimburse Tenant for any remodeling, alterations or improvements to the Premises.

3. **TERM.**

(a) The term of this Lease shall commence and, unless sooner terminated as hereinafter provided, shall end on the dates respectively specified in the Basic Lease Information (the "**Term**"). If Landlord shall permit Tenant to occupy the Premises prior to the date of Term Commencement, such occupancy shall be subject to all the terms of this Lease other than the payment of Rent. If Landlord, for any reason whatsoever, cannot deliver possession of the Premises to Tenant on the Lease Commencement Date, this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom, but in that event, subject to any contrary provisions in any agreement with Landlord covering initial improvement of the Premises, Rent shall be abated for the period between commencement of the term and the time when Landlord can deliver possession. Notwithstanding any of the forgoing, nothing herein shall serve to extend the Term and the date of term expiration shall not be extended by any delay in delivery of possession. If Landlord has not delivered possession of the Premises within three (3) months from the date of this Lease, then either party will have the right to terminate this Lease upon written notice to the other, and thereafter neither party will have any liability to the other. If the Term has not commenced for any reason including by reason of force majeure, within six (6) months from the date of this Lease, then this Lease will terminate automatically without further act or notice of either Landlord or Tenant.

4. **RENT.**

(a) Tenant shall pay to Landlord, without prior notice, offset or demand, as monthly rental the amount specified in the Basic Lease Information as the Rent. Rent for the first month shall be payable upon Tenant's execution of this Lease and in advance on or before the first day of the first full calendar month following commencement of the term and of each successive calendar month thereafter during the term. If the

term commences on other than the first day of a calendar month any excess payment of Rent shall be credited against the last payment of Rent otherwise due.

(b) Effective as of each anniversary date of the commencement of the term, the Rent shall be increased as set forth in the Basic Lease Information.

(c) Tenant shall pay, as additional rent, all amounts of money required to be paid to Landlord by Tenant hereunder in addition to the Rent, whether or not the same be designated "additional rent."

(d) If any installment of rent or any other sums due from Tenant shall not be received by Landlord within five (5) days following the date due, Tenant shall pay to Landlord a late charge equal to ten (10%) percent of such overdue amount. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. Tenant agrees to pay to Landlord \$25.00 for any dishonored check.

(e) Any amount due to Landlord, if not paid when due, shall bear interest from the date due until paid at the rate of one and one-half (1 ½%) percent per month or, if less, the highest rate permissible under applicable law (the "**Interest Rate**"). Payment of interest shall not excuse or cure any default hereunder by Tenant.

(f) All payments due from Tenant to Landlord hereunder shall be made to Landlord without prior notice, demand, deduction or offset in lawful money of the United States of America at the address for payment set forth in the Basic Lease Information, or to such other person or at such other place as Landlord may from time to time designate by notice to Tenant.

5. **SECURITY DEPOSIT.** On execution of this Lease Tenant shall deposit with Landlord the sum specified in the Basic Lease Information (the "**Deposit**"). The Deposit shall be held by Landlord as security for the performance by Tenant of all of the provisions of this Lease. Following an event of default by Tenant under this Lease, Landlord may use, apply or retain all or any portion of the Deposit for the payment of any rent or other charge in default, or the payment of any other sum to which Landlord may become obligated by Tenant's default, or to compensate Landlord for any loss or damage which Landlord may suffer thereby. If Landlord so uses or applies all or any portion of the Deposit, then within ten (10) days after demand therefor Tenant shall deposit cash with Landlord in an amount sufficient to restore the Deposit to the full amount thereof, and Tenant's failure to do so shall be a material breach of this Lease. Landlord shall not be required to keep the Deposit separate from its general accounts. If Tenant performs all of Tenant's obligations hereunder, the Deposit, or so much thereof as has not theretofore been applied by Landlord, shall be returned, without payment of interest for its use, to Tenant (or, at Landlord's option, to the last assignee, if any, of Tenant's interest hereunder) at the expiration of the term hereof, and after Tenant has vacated the Premises, and within thirty (30) days of termination of this Lease. No trust relationship is created herein between Landlord and Tenant with respect to the Deposit. Landlord shall be entitled to commingle the Deposit with its other funds. Tenant and Landlord acknowledge and agree that their rights and remedies with respect to the Deposit shall be as provided in this Lease, and each of Landlord and Tenant hereby waive Section 1950.7 of the California Civil Code and any and all other similar statutes now existing or hereafter enacted.

6. **USE.**

(a) The Premises shall be used and occupied by Tenant for only general office use and in accordance with the Basic Lease Information and Rules and Regulations attached to this Lease as Exhibit B and for no other purpose. Tenant shall, at Tenant's expense, comply promptly with all applicable statutes,

ordinances, rules, regulations, orders and requirements in effect during the term regulating the use by Tenant of the Premises. Tenant shall not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance, or which unreasonably disturbs other tenants of the Building, nor shall Tenant, its employees, agents or invitees damage the Premises, the Building or related improvements, nor place or maintain any signs on or visible from the exterior of the Premises without Landlord's written consent, which consent may be withheld in Landlord's sole and absolute discretion, or use any corridors, sidewalks or other areas outside of the Premises for storage or any purpose other than access to the Premises. Tenant shall not conduct any auction at the Premises. Notwithstanding any other provision of this Lease, Tenant shall not use, keep or permit to be used or kept on the Premises any foul or noxious gas or substance, nor shall Tenant do or permit to be done anything in and about the Premises, either in connection with activities hereunder expressly permitted or otherwise, which would cause an increase in premiums payable under, or a cancellation of, any policy of insurance maintained by Landlord in connection with the Premises or the Building or which would violate the terms of any covenants, conditions or restrictions affecting the Building or the land on which it is located.

(b) Tenant shall faithfully observe and comply with the rules and regulations attached to this Lease as Exhibit B, and, after notice thereof, all reasonable modifications thereof and additions thereto from time to time promulgated in writing by Landlord. Landlord shall not be responsible to Tenant for the nonperformance by any other tenant or occupant of the Building of any of said rules and regulations, but Landlord shall use good faith efforts to enforce the rules and regulations consistently.

(c) Tenant shall strictly comply with all statutes, laws, ordinances, rules, regulations, and precautions now or hereafter mandated or advised by any federal, state, local or other governmental agency with respect to the use, generation, storage, or disposal of hazardous, toxic, or radioactive materials (collectively, "**Hazardous Materials**"). As herein used, Hazardous Materials shall include, but not be limited to, those materials that are hazardous, toxic, radioactive or carcinogenic materials, substances or wastes. Tenant shall not cause, or allow its agents, employees or contractors to cause, any Hazardous Materials to be used, generated, stored, or disposed of on or about the Premises or the Building other than reasonable quantities of office and cleaning supplies in their retail containers. Tenant shall defend (with counsel approved by Landlord), indemnify and hold Landlord, its trustees, employees, property manager and agents, any entity having a security interest in the Premises or the Building, and its and their employees and agents (collectively, "**Indemnitees**") harmless from and against, and shall reimburse the Indemnitees for, all liabilities, claims, costs, damages, and depreciation of property value, including all foreseeable and unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage, or disposal of Hazardous Materials by Tenant or any person claiming under Tenant, including, without limitation, the cost of any required or necessary investigation, monitoring, repair, cleanup, or detoxification and the preparation of any closure or other required plans, whether such action is required or necessary prior to or following the termination of this Lease, as well as penalties, fines and claims for contribution to the full extent that such action is attributable, directly or indirectly, to the use, generation, storage, or disposal of Hazardous Materials by Tenant or any person claiming under Tenant. Neither the consent by Landlord to the use, generation, storage, or disposal of Hazardous Materials nor the strict compliance by Tenant with all statutes, laws, ordinances, rules, regulations, and precautions pertaining to Hazardous Materials shall excuse Tenant from Tenant's obligation of indemnification set forth above. Tenant's obligations unless this Section 6 shall survive the expiration or termination of this Lease.

7. **INSURANCE.** Tenant shall maintain for the duration of Tenant's occupancy, at Tenant's expense, a policy of general business liability, bodily injury and property damage insurance with minimum coverages of \$1,000,000 per occurrence/\$2,000,000 aggregate. The policy shall name Landlord, and Seagate Properties, Inc., as an Additional Insured and Tenant shall provide Landlord a certificate evidencing such coverage.

Landlord shall maintain hazard insurance covering the full replacement value of the improvements, however, Landlord's insurance will not insure Tenant's personal property, leasehold improvements or trade fixtures.

8. **SUBROGATION.** To the extent permitted by insurance policies which may be owned by the parties, Landlord and Tenant waive any and all rights of subrogation against each other which might otherwise exist.

9. **ASSIGNMENT & SUBLETTING.** Tenant will not assign or sublet any portion of the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and at the election of Landlord, terminate this Lease. As a prior condition of approving any assignment or sublet, Tenant shall deliver to Landlord the name of the proposed assignee or sublessee and financial statements and a credit report evidencing the financial status of the proposed party.

10. **ALTERATIONS.** Tenant shall not make any alterations, paint or place any signs on or within the Premises without the advance written consent of Landlord.

11. **UTILITIES & SERVICES.** Landlord shall provide at no additional charge to Tenant all reasonable gas, electricity, water and trash removal service. Landlord shall also provide janitorial services. Telephone, Internet and any other services shall be at the sole expense of Tenant. Tenant shall not install or operate in the Premises any appliance or electrical equipment other than typical computers, printers, copiers and standard small business office equipment.

12. **CONFERENCE ROOM.** Landlord may provide an on-site conference room for use by all tenants in the building. Tenant's use of the conference room is provided on a first-come, first-served basis and reservations for use should be made with the Building's property manager.

13. **TAXES.** Landlord shall pay all real property taxes assessed against the building containing the Premises. Tenant shall pay all taxes assessed against Tenant's personal property and equipment in the Premises.

14. **MAINTENANCE & REPAIRS.** Unless such damage is caused by the negligence or intentional act of Tenant or Tenant's guests, Landlord shall make and pay for all repairs to the Premises, including but not limited to, lighting (including light bulb replacement), electrical, plumbing, heat and air-conditioning, and other systems and equipment in the Premises or common areas of the Building.

15. **HOLDING OVER.** If this Lease is for a term of twelve (12) months or more, any holding over after the Lease Expiration Date shall be a month-to-month tenancy at a monthly rent equal to one hundred fifty percent (150%) of the Rent payable at Lease expiration. If this Lease is for a term of less than twelve (12) months, any holding over shall be on a month-to-month basis at the rent payable at expiration of the Lease Term.

16. **ATTORNEY FEES.** In the event of any action or other proceeding arising from or to enforce the provisions of this Lease, the prevailing party shall be entitled to receive from the other party reasonable attorney's fees and other costs as may be determined by the Court.

17. **DEFAULT.** Events of Default: The occurrence of any of the following events shall constitute a default on the part of Tenant:

(a) **Abandonment.** Vacation or abandonment of the premises. Tenant waives any right Tenant may have to notice under Section 1951.3 of the Civil Code of the State of California, the terms of this subsection (a) being deemed such notice to Tenant as required by said Section 1951.3;

(b) **Nonpayment of Rent.** Failure to pay any installment of Rent due and payable hereunder (or failure to pay any other amount required to be paid hereunder, all such obligations to be construed as the equivalent of obligations for payment of Rent) upon the date when said payment is due, such failure continuing without cure by payment of delinquent Rent and late charge for a period of three (3) days after written notice and demand;

(c) **Other Obligations.** Failure to perform any non-rent obligations, agreement or covenant under this Lease (including Rules and Regulations) with such failure continuing for fifteen (15) days after written notice of such failure, or such longer period as necessary to remedy such default, provided that Tenant shall continuously and diligently pursue such remedy at all times until such a default is cured;

(d) **General Assignment.** A general assignment by Tenant for the Benefit of creditors;

(e) **Bankruptcy.** The filing of any voluntary petition in bankruptcy by Tenant, or the filing of an involuntary petition by Tenant's creditors, which involuntary petition remains undischarged for a period of sixty (60) days. In the event that under applicable law the trustee in bankruptcy or Tenant has the right to affirm this lease and continue to perform the obligations of Tenant hereunder, such trustee or Tenant shall, in such time period as may be permitted by the bankruptcy court having jurisdiction, cure all defaults of Tenant hereunder outstanding as of the date of affirmance of this Lease and provide to Landlord such adequate assurances as may be necessary to ensure Landlord of the continued performance of Tenant's obligations under this Lease;

(f) **Receivership.** The employment of a receiver to take possession of substantially all of Tenant's assets of the Premises, if such receivership remains undissolved for a period of sixty (60) days after creation thereof;

(g) **Insolvency.** The admission by Tenant in writing of its inability to pay its debts as they become due, the filing by Tenant of a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, the filing by Tenant of an answer admitting or failing timely to contest a material allegation of a petition filed against Tenant in any such proceeding or, if within sixty (60) days after the levy thereof;

(h) **Estoppel.** The failure of Tenant to execute and deliver to Landlord an Estoppel Certificate as provided in this lease.

18. REMEDIES & TENANT'S DEFAULT. Landlord's Rights. Should Tenant fail to cure any default specified in Section 17 above, within the time periods specified, if any, Landlord may exercise any of the following rights without further notice or demand of any kind to Tenant or any other person, except as required by applicable State Law:

(a) The right of Landlord to terminate this Lease and to reenter the Premises and take possession thereof and remove all persons therefrom, and Tenant shall have no further claim thereon or hereunder;

(b) The right of Landlord, without declaring this Lease terminated, to reenter the Premises and occupy the whole or any part thereof for and on account of Tenant and to collect any unpaid Rent and other charges which have become payable, or which may thereafter become payable; or

(c) The right of Landlord, even though it may have reentered the Premises, to thereafter elect to terminate this Lease and all the rights of Tenant in or to the Premises.

19. INDEMNIFICATION OF LANDLORD. Landlord will not be liable for any loss, damage or injury to Tenant, or to any other person, or to any property, occurring on the Property or within the Premises, including vehicles parked in the building Parking Facilities. Except in the case of Landlord's gross negligence, Tenant agrees to hold Landlord harmless and to defend Landlord from any claims for damages arising out of Tenant's use of the Premises, and to indemnify Landlord for any expense Landlord may incur in defending such claims.

20. WAIVER. Landlord's failure to enforce any term of this lease shall not be deemed a waiver of Landlord's future right to enforce such term or condition.

21. TIME. Time is of the essence of this lease.

22. NOTICES. All notices, consents, demands and other communications from one party to the other given pursuant to the terms of this Lease shall be in writing and shall be deemed to have been fully given when deposited in the United States mail, certified or registered, postage prepaid, or delivered to a generally recognized overnight courier service, charges prepaid, and addressed as follows: to Tenant at the address specified in the Basic Lease Information or to such other place as Tenant may from time to time designate in a notice to Landlord; to Landlord at the address specified in the Basic Lease Information, or to such other place and with such other copies as Landlord may from time to time designate in a notice to Tenant; or, in the case of Tenant, delivered to Tenant at the Premises. All payments of Rent and additional rent to Landlord shall be made at the address specified pursuant to Section 2, except that any Rent and additional rent payment following a notice to Tenant of default in partial or full payment of any outstanding amount under this Lease shall be made personally to the address specified in such notice of default, or in such other manner as such notice may direct. The effective date of any Notice shall be three (3) business days after the mailing date or the date of delivery if delivered in person.

23. SUCCESSORS. This lease shall be binding upon and inures to the benefit of the heirs, assigns and successors of the parties. In the event of a sale of the Building containing the Premises, Landlord shall be and is entirely freed and relieved of all liability under any of the covenants and obligations arising from this lease. Landlord's successor in interest shall be deemed to have assumed all covenants and obligations of Landlord arising from this lease.

24. ACCESS. Landlord or Landlord's agents may enter the Premises at all reasonable times for the purpose of inspecting the same, showing the same to prospective purchasers or lenders, and making such alterations, repairs, improvements or additions to the Premises or to the Building as Landlord may deem necessary or desirable. Landlord may at any time during the last sixty (60) days of the Term place on or about the Premises, Building or Property any ordinary "For Lease" sign.

25. ESTOPPEL. Within five (5) business days following any written request which Landlord may make from time to time, Tenant shall execute and deliver to Landlord a certificate certifying that this Lease is unmodified and in full force and effect; or if modified indicating thereon any modifications which may exist at the time; the amount of Tenant's security deposit; and the date to which rent has been prepaid; and that no

defaults exist on the part of Landlord or Tenant. Failure by Tenant to execute and deliver such certificate shall constitute a Default of this lease.

26. SUBORDINATION. This Lease, at Landlord's election, will be subordinate to any mortgage, deed of trust, or other security now existing or placed upon the property in the future.

27. PARKING. Landlord shall provide Tenant parking on an unreserved basis in Landlord's parking facilities (the "**Parking Facilities**"). The use of the Parking Facilities shall be in common with other tenants of the Property upon a first-come, first-served basis and on other reasonable, nondiscriminatory terms and conditions, as may from time to time be established by Landlord. Tenant agrees to cooperate with Landlord and other tenants in the Project in the use of the Parking Facilities. Access to the Parking Facilities shall be subject to control by Landlord. Landlord reserves the right in its discretion to alter, change or improve the Parking Facilities. Landlord shall not be liable to Tenant, nor shall this Lease be affected, if any parking is impaired by moratorium, initiative, referendum, law, ordinance, regulation or order passed, issued or made by any governmental or quasi-governmental body. Landlord assumes no liability for damage or injuries, theft, collision, fire or damage of Tenant, its employees, customers and invitees and/or their vehicles and Landlord shall not be responsible for articles left in vehicles or for damages for loss of use of any vehicle. Tenant waives any and all claims against Landlord for any injury to or death of any person or damage to or destruction of property in or about the Parking Facilities, including, without limitation, loss of use of any one of the Parking Facilities. Tenant shall not park any vehicles overnight at the Building or Property.

28. TRADE FIXTURES. Any and all improvements made to the Premises whether by Landlord or Tenant shall belong to Landlord, except any trade fixtures of Tenant. Tenant may, upon termination, remove all trade fixtures, provided Tenant repairs any damages caused by such removal.

29. DISCLOSURES.

(a) **Flood.** Landlord believes the Premises is not located in a Federally Designated Flood Zone, and to the best of Landlord's knowledge the building and Premises has not flooded in the past.

(b) **Americans With Disabilities Act.** Landlord and Tenant acknowledge the existence of the Americans With Disabilities Act ("**ADA**"), which among other things, determines accessibility to the building and Premises. Landlord shall be responsible for the cost of and compliance with any requirements of the ADA that are not as a result of Tenant's specific use or occupancy of the Premises.

(c) **Certified Access Specialist.** Pursuant to Civil Code 1938, the Building has not been inspected by a Certified Access Specialist (CASP).

(d) **Measurement of Premises.** The parties to this Lease mutually agree that the Rent payable herein is for the Premises that has been leased (as identified in the Basic Lease Information), and that the rentable area of the Premises includes an allocation for the common areas of the building. Tenant acknowledges and confirms that regardless of the rentable area, Tenant accepts the Premises at the Rent stated in this Lease.

(e) **Hazardous Materials.** Landlord represents that it has no knowledge of contamination of the building or Premises with Hazardous Materials.

30. TELEPHONE DATA CABLE. Landlord provides telephone service to the Telephone Equipment room in the Building and one telephone line to the Premises. Installation and maintenance of any telephone lines within the Premises is at the sole expense of Tenant. Installation and maintenance of any data cables

from the Telephone Equipment room in the Building to the Premises and throughout the Premises is at the expense of Tenant.

31. PROHIBITED PERSONS and TRANSACTIONS. TENANT represents and warrants to Landlord that it or they are currently in compliance with, and further covenants to Landlord that it or they shall at all times during the Term of the Lease (including any extension thereof) remain in compliance with, the regulations of the Office of Foreign Assets Control (“OFAC”) of the U.S. Department of Treasury (including those named on OFAC’s Specially Designated Nationals and Blocked Persons List) and any statute, executive order (including, but not limited to, Executive Order 13224, dated September 24, 2001 and entitled “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”), or other governmental, regulatory, or administrative action relating thereto.

32. GENERAL PROVISIONS.

(a) If Tenant is a corporation, each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of the corporation in accordance with a duly adopted resolution of the Board of Directors and that this Lease is binding upon the corporation in accordance with its terms.

(b) The term “Landlord” as used herein means the then owner of the Building and in the event of a sale of the Building the selling owner shall be automatically relieved of all obligations of Landlord hereunder, except for acts or omissions of Landlord theretofore occurring.

(c) Any liability which may arise as a consequence of the execution of this Lease by or on behalf of Landlord shall be a liability of Landlord and not the personal liability of any partner, shareholder, owner, member, officer, director, agent, trustee, employee or beneficiary of Landlord. Notwithstanding anything to the contrary set forth in this Lease, Tenant agrees that there shall be absolutely no personal liability on the part of Landlord with respect to any of the obligations of Landlord under this Lease, and Tenant shall look solely to the equity, if any, of Landlord in the Building for the satisfaction of any liability of Landlord to Tenant. Tenant’s exculpation of personal liability of Landlord is absolute and without any exception whatsoever.

(d) Tenant warrants that it has had no dealings with any real estate broker or agent other than the Broker(s), if any, identified in the Basic Lease Information in connection with the Premises or this Lease. Tenant shall indemnify Landlord and hold it harmless from and against all claims, demands, costs or liabilities (including, without limitation, attorneys’ fees) asserted by any party other than such Broker(s) based upon dealings of that party with Tenant in connection with the Premises or this Lease.

(e) No modification of this Lease shall be effective unless it is a written modification signed by both parties.

(f) Landlord does not grant to Tenant in this Lease any exclusive right except the right to occupy its Premises.

33. ENTIRE AGREEMENT. This Lease constitutes the entire agreement between the parties. In the event the parties had a previous lease agreement for the Premises, this Agreement supercedes such agreement. This Agreement may not be modified in any way except by written instrument executed by both parties.

34. EXHIBITS. This Lease and the following exhibits and attachments constitute the entire agreement between the parties and supersede all prior agreements and understandings related to the Premises, including all lease proposals, letters of intent and other documents: Exhibit A (Premises), Exhibit B (Rules and Regulations), and Exhibit C (Option to Extend).

IN WITNESS WHEREOF, the parties have executed this Lease as of the date herein written below (the “Effective Date”).

LANDLORD:

SEAGATE BRIDGEWAY ASSOCIATES LP
A California limited partnership

By: **SEAGATE 3030 ASSOCIATES, LLC**
A California limited liability company
Its: Managing Member

By: _____
Name: Dennis P. Fisco
Its: Managing Agent

Date: _____

TENANT:

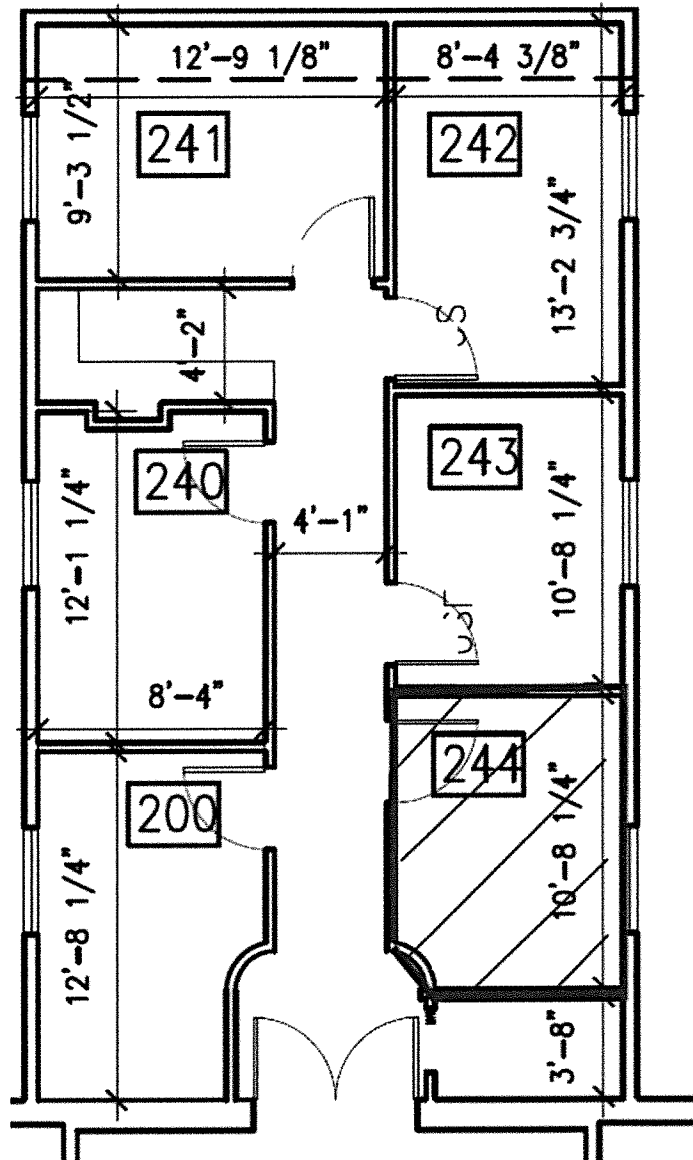
SAUSALITO MARIN CITY SCHOOL DISTRICT

By: _____
Name: Paula Rigney
Its: _____
Date: _____

EXHIBIT A

FLOOR PLAN OF PREMISES

This Exhibit A is attached to and made a part of that certain Lease dated **September 17, 2015** by and between **SEAGATE BRIDGEWAY ASSOCIATES LP**, a California limited partnership, as Landlord, and **SAUSALITO MARIN CITY SCHOOL DISTRICT**, as Tenant, in the Building commonly referred to as 3030 Bridgeway, Sausalito, California 94965.



NOT TO SCALE

EXHIBIT B

RULES AND REGULATIONS

The following rules and regulations are meant to provide for a safe, clean and professional business environment for all occupants of the Building. Enforcement of these rules and regulations allows consistent standards for all occupants.

1. The rights of tenants to use the entrances and corridors of the Building are limited to ingress and egress from the Tenant's Premises for the tenants and their employees, licensees and invites, and no tenant shall use, or permit the use of, the entrance and corridors for any other purpose. No tenant shall invite to the Tenant's Premises, or permit the visit of, persons in such numbers or under such conditions as to interfere with the use and enjoyment of any of the entrances, corridors, and other facilities of the Building by other tenants. Fire exits and stairways are for emergency use only, and they shall not be used for any other purposes by the tenants, their employees, licensees or invites. No tenant shall encumber or obstruct, or permit the encumbrance or obstruction of any of the lobbies, sidewalks, entrances, corridors, fire exits, stairways or other public portions of the Building. The Landlord reserves the right to control and operate the public portions of the Building and the public facilities, as well as facilities, furnished for the common use of the tenants, in such a manner as it deems best for the benefit of the tenants generally. No boxes, supplies, deliveries or materials of any kinds will be allowed to be stored in the Building corridors, lobby or common areas.
2. All entrance doors in each tenant's Premises shall be left locked when the tenant's Premises are not in use. Entrance doors shall not be left open at any time.
3. No noise, including the playing of any musical instruments, radio or television, which in judgment of the Landlord, might disturb other tenants in the Building shall be made or permitted by any tenant. Nothing shall be done or permitted in any tenant's Premises, which would impair or interfere with the Building's services or the proper and economic heating, cleaning or other servicing of the Building or the Premises, or the use or enjoyment by any other tenant or any other Premises, nor shall there be installed by any tenant any ventilating air conditioning, electrical or other equipment of any kind which, in the judgment of the Landlord, might cause any such impairment or interference. No dangerous, flammable, combustible or explosive object or material shall be brought into the Building by any tenant or with the permission of any tenant.
4. No cooking shall be done or permitted by any tenant in the Premises, except as expressly approved by Landlord in writing, nor shall the Premises be used for the storage of merchandise, for washing clothes, for lodging, or for any improper, objectionable or immoral purposes. Coffee makers and microwave ovens are allowed within a tenants' premises.
5. The water fountains, toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage, or damage resulting from the violation of this rule shall be borne by the tenant who, or whose employees or invites shall have cause it.
6. No sign, placard, picture, advertisement name or notice shall be inscribed, displayed or printed or affixed on or to any part of the outside or inside of the Building without the written consent of Landlord first had and obtained and Landlord shall have the right to remove any such sign, placard, picture, picture, advertisement, name or notice to and at the expense of tenant. All approved signs or lettering on doors and walls shall be printed, painted, affixed or inscribed at the expense of tenant by a person approved by Landlord.

7. Tenant shall not alter any lock nor install any new or additional locks or any bolts on any door of the Premises without the written consent of the Landlord. Each tenant, upon the termination of the tenancy, shall deliver to the Landlord the keys of building and offices, which shall have been furnished the Tenant and in the event of loss of any keys so furnished, shall pay the Landlord therefore. IN THE EVENT TENANT LOSES THEIR KEYS AT ANY TIME, TENANT SHALL PAY LANDLORD \$50 FOR REPLACEMENT OF EACH SET OF KEYS. IF TENANT'S SUITE NEEDS NEW LOCKS INSTALLED BECAUSE OF TENANT, TENANT SHALL REIMBURSE LANDLORD THE COST THEREOF.

8. Tenant shall not overload the floor of the Premises or mark, drive nails, screw or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof, reasonable wear and tear excepted.

9. Safes or other heavy objects shall, if considered necessary by Landlord, stand on a platform of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property from any cause, and all damage done to the Building or Premises by moving or maintaining any such safe or other property shall be repaired at the expense of the Tenant.

10. Tenant shall not cause any unnecessary labor by reason of Tenant's carelessness or indifference in the preservation of good order and cleanliness. Landlord shall in no event be responsible to any tenant for any loss of property in their Premises, however occurring, or for any damage done by the effects or any tenant by the janitor or any other employee or any other person. Janitorial service shall include ordinary dusting and cleaning by the janitor assigned to such work and shall not include beating of carpets or rugs or moving of furniture or other special services. Janitorial service will not be furnished on nights when rooms are occupied after 7:00 p.m.

11. No tenant shall lay linoleum, tile, carpet or other similar floor covering so that the same shall be affixed to the floor of the Premises in any manner except as approved by the Landlord. The expenses of repairing any damage resulting from a violation of this rule or removal of any floor covering shall be borne by the tenant by whom, or by whose contractors, employees or invites, the damage shall have been caused.

12. Smoking is not permitted inside the Building in any area. Smoking is also not permitted within 20 feet of any entrance door to the Building.

13. Tenant will not permit deliveries to be made to the Building unless the materials delivered are delivered directly to the Premises and only when Tenant is available to receive the delivered materials.

14. Tenants with operable windows will keep the windows or sliding doors closed and latched at all times when Premises are not occupied. Tenant shall be liable for any loss or damage as result of illegal entry or weather, which results from the windows or doors left open.

15. TENANTS WILL NOT LEAVE ANY MATERIALS OR FURNITURE IN AREAS OUTSIDE OF THEIR PREMISES.

16. Parking by Tenant's employees and their invitees shall not unreasonably exceed the average number of spaces allocated to each tenant in the Building based on the amount of square feet a tenant occupies. Only automobiles customarily used for passenger transportation may be parked in the lot. Vehicles specifically excluded from the parking lot include, boats, trailers, delivery trucks, buses, mobile homes and recreational vehicles.

17. Tenants will be permitted no displays, sales or gatherings of any kind in the common areas of the Building without Landlord's express written consent.

18. No animals or pets of any kind are allowed on the Premises. Working dogs (with proper certification) for disabled persons are an exception to this rule.

19. No bicycles will be allowed to be stored within the Building corridors, lobby or common areas.

TENANT INITIALS: _____

EXHIBIT C

Option To Extend

This Exhibit D is attached to and made a part of that certain Lease dated **September 17, 2015** by and between **SEAGATE BRIDGEWAY ASSOCIATES LP**, a California limited partnership, as Landlord, and **SAUSALITO MARIN CITY SCHOOL DISTRICT**, as Tenant, in the Building commonly referred to as 3030 Bridgeway, Sausalito, California 94965. Capitalized terms used herein, unless otherwise defined in this Option to Extend, shall have the respective meanings ascribed to them in the Lease.

Subject to the provisions of this Lease, Tenant shall have one option ("**Option**") to extend the initial term of this Lease, for a period of One (1) year ("**Extended Term**"). At the end of the Extended Term, there shall be no other right to renew and the lease shall terminate.

- a) Tenant shall exercise an Option, if at all, by giving Landlord advance written notice of Tenant's intention to do so not more than Six (6) months and not less than Three (3) months prior to the expiration of the original Lease Term. Notwithstanding the foregoing, Tenant shall not have the right to exercise an Option if: (a) Tenant is in default under this Lease, beyond any notice or cure period, at the time of the purported Option exercise, or (b) two or more events have occurred during the Lease Term which constituted Events of Default. The Extended Term shall be upon all of the terms and conditions of this Lease, except that the monthly Base Rent for such Extended Term shall be in accordance with Paragraph b. herein below. Upon commencement of the Extended Term, all references herein to the "term" of this Lease shall be deemed to include the Extended Term. Unless expressly mentioned and approved in the written consent of Landlord provided for by in this Lease, the option rights of Tenant under this Option to Extend are granted for Tenant's personal benefit and may not be assigned or transferred by Tenant.
- b) Base Rent for the Extended Term, in addition to other charges in additional rent due under the terms of this Lease shall be One Hundred (100%) percent of the then current prevailing fair market value for comparable space but in no event lower than the rent in year one (1) of the Lease as adjusted by the CPI Adjustment of Rent as further described in (c) below.
- c) Commencing October 1, 2015, the monthly Rent shall be increased at the expiration of each year ("**Adjustment Date**") of the Term of this Lease in accordance with the increase if any, in the cost of living as hereinafter defined. The Rent so adjusted, shall be paid in accordance with this Section 1(g) until the next Adjustment Date. The Rent shall be determined on each Adjustment Date by multiplying the Rent set forth in Section 1(g) by a fraction, the denominator of which is the index figure for the month immediately preceding the Rent Commencement Date as published in the U.S. Department of Labor, Bureau of Labor, Bureau of Labor Statistics, Revised Consumer Price Index for Urban Wage Earners and Clerical Workers, San Francisco, Oakland, Bay Area California, all items (1982=100) (the "**CPI**") and the numerator of which is the same CPI index figure for the month immediately preceding the month during which the particular annual adjustment occurs. In no event shall the Rent increase payable under this Lease be less than three (3%) percent and no more than six (6%) percent of the Rent payable for the preceding year.

The Index for the Adjustment Date shall be the one reported in the U.S. Department of Labor's official Index then in use and in event said Index is discontinued, then the most comprehensive official Index then in use and most nearly answering the foregoing description of the Index to be used. If it is calculated from a base different from the base period 1982=100, figures used for calculating the adjustment shall first be converted under a formula supplied by the Bureau. If the

described Index shall no longer be published and no similar index is published by the Department of Labor, another Index generally recognized as authoritative shall be substituted by Landlord.

IN WITNESS WHEREOF, the parties hereto have executed this Option to Extend as of the date first above written.

LANDLORD:

SEAGATE BRIDGEWAY ASSOCIATES LP
A California limited partnership

By: **SEAGATE 3030 ASSOCIATES, LLC**
A California limited liability company
Its: Managing Member

By: _____
Name: Dennis P. Fisco
Its: Managing Agent

Date: _____

TENANT:

SAUSALITO MARIN CITY SCHOOL DISTRICT

By: _____
Name: Paula Rigney
Its: _____
Date: _____

LEASE

THIS LEASE agreement (the “Agreement”) is made and entered into as of **September 17, 2015** (the “**Lease Reference Date**”), by **SEAGATE BRIDGEWAY ASSOCIATES, LP**, a California limited partnership (“**Landlord**”), hereby leases to **SAUSALITO MARIN CITY SCHOOL DISTRICT** (“**Tenant**”).

WITNESSETH

1. **BASIC LEASE INFORMATION.**

- (a) **Building Address:** 3030 Bridgeway, Sausalito, CA 94965
- (b) **Premises:** Suites 325 and 330
- (c) **Rentable Area of Premises:** Suite 325 contains approximately 536 rentable square feet; Suite 330 contains approximately 571 rentable square feet, for a combined total of **1,107** rentable square feet (rsf).
- (d) **Term:** One (1) Year.
- (e) **Term Commencement:** October 1, 2015 (the “**Lease Commencement Date**”).
- (f) **Term Expiration:** September 30, 2016 (the “**Lease Expiration Date**”).
- (g) **Rent:** Initially Three Thousand Eight Hundred Seventy four (\$3,874) Dollars per month, which third months’ rent shall be pre-paid upon Lease execution, and thereafter, payable monthly as set forth in the schedule below:

FOR THE PERIOD	MONTHLY RENT
October 1, 2015 through November 30, 2015	FREE
December 1, 2015 through September 30, 2016	\$3,874

- i) **Abated Rent.** Notwithstanding anything in this Section of the Lease to the contrary, so long as Tenant is not in default under this Lease, Tenant shall be entitled to an abatement of Rent in the amount of Seven Thousand Seven Hundred Forty Eight (\$7,748) Dollars (the “**Abated Rent**”) for the first two (2) full calendar months of the Term (the “**Rent Abatement Period**”). If Tenant defaults at any time during the Term and fails to cure such default within any applicable cure period under the Lease, all Abated Rent shall immediately become due and payable. The payment by Tenant of the Abated Rent in the event of a default shall not limit or affect any of Landlord’s other rights, pursuant to this Lease or at law or in equity. During the Rent Abatement Period, only Rent shall be abated, and all Additional Rent and other costs and charges specified in this Lease shall remain as due and payable pursuant to the provisions of this Lease.
- (h) **Permitted Use:** Administrative and general office use.

(i) **Security Deposit:** Three thousand Eight Hundred Seventy Four (\$3,874) Dollars, payable in cash upon Tenant's execution of this Lease, which together with the third month's Prepaid Rent will make a total amount due along with presentation of the signed Lease, of an amount equal to Seven Thousand Seven Hundred Forty Eight (\$7,748) Dollars.

(j) **Tenant Notice Address:** Prior to the Lease Commencement Date:
SAUSALITO MARIN CITY SCHOOL DISTRICT
Attn: Paula Rigney – prigney@smcsd.org
(661) 303-4411

After the Lease Commencement Date:
SAUSALITO MARIN CITY SCHOOL DISTRICT
3030 Bridgeway, Ste 325-330
Sausalito, CA 94965
Attn: Paul Rigney (661) 303-4411

(k) **Landlord Notice Address:** **SEAGATE BRIDGEWAY ASSOCIATES, LP**
C/O Seagate Properties, Inc.
980 Fifth Avenue
San Rafael, CA 94901
Attn: Lease Administrator

Address for payment of Rent: **SEAGATE BRIDGEWAY ASSOCIATES, LP**
3030 Bridgeway, Suite 135
Sausalito, CA 94965
Attn: Property Manager

(l) **Broker(s):** **Tenant's Broker:** None.
Landlord's Broker: None.

(m) **Tenant Improvements and Landlord's Work:** See Exhibit C, Landlord's Work attached and made a part hereto.

(n) **Option To Extend:** See Exhibit C attached hereto.

2. **PREMISES.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord for the term of this Lease and at the rental as set forth in Basic Lease Information and upon the conditions set forth below, the Premises described in the Basic Lease Information and identified on the drawing attached hereto as Exhibit A. The Premises are located within the building commonly known as 3030 Bridgeway, Sausalito, California 94965 (the "**Building**"). The Premises, the Building and the legal parcel on which the Building is located, together with other appurtenances, are collectively, the "**Property**." Tenant shall take the Premises in their "AS-IS" condition, and Landlord shall have no obligation whatsoever to remodel, alter or improve the Premises for use by Tenant, to provide any improvement or construction allowance to Tenant, or to pay or reimburse Tenant for any remodeling, alterations or improvements to the Premises other than as specifically set forth in the attached Exhibit C, Landlord's Work.

3. TERM.

(a) The term of this Lease shall commence and, unless sooner terminated as hereinafter provided, shall end on the dates respectively specified in the Basic Lease Information (the "**Term**"). If Landlord shall permit Tenant to occupy the Premises prior to the date of Term Commencement, such occupancy shall be subject to all the terms of this Lease other than the payment of Rent. If Landlord, for any reason whatsoever, cannot deliver possession of the Premises to Tenant on the Lease Commencement Date, this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom, but in that event, subject to any contrary provisions in any agreement with Landlord covering initial improvement of the Premises, Rent shall be abated for the period between commencement of the term and the time when Landlord can deliver possession. Notwithstanding any of the forgoing, nothing herein shall serve to extend the Term and the date of term expiration shall not be extended by any delay in delivery of possession. If Landlord has not delivered possession of the Premises within three (3) months from the date of this Lease, then either party will have the right to terminate this Lease upon written notice to the other, and thereafter neither party will have any liability to the other. If the Term has not commenced for any reason including by reason of force majeure, within six (6) months from the date of this Lease, then this Lease will terminate automatically without further act or notice of either Landlord or Tenant.

4. RENT.

(a) Tenant shall pay to Landlord, without prior notice, offset or demand, as monthly rental the amount specified in the Basic Lease Information as the Rent. Rent for the first month shall be payable upon Tenant's execution of this Lease and in advance on or before the first day of the first full calendar month following commencement of the term and of each successive calendar month thereafter during the term. If the term commences on other than the first day of a calendar month any excess payment of Rent shall be credited against the last payment of Rent otherwise due.

(b) Effective as of each anniversary date of the commencement of the term, the Rent shall be increased as set forth in the Basic Lease Information.

(c) Tenant shall pay, as additional rent, all amounts of money required to be paid to Landlord by Tenant hereunder in addition to the Rent, whether or not the same be designated "additional rent."

(d) If any installment of rent or any other sums due from Tenant shall not be received by Landlord within five (5) days following the date due, Tenant shall pay to Landlord a late charge equal to ten (10%) percent of such overdue amount. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. Tenant agrees to pay to Landlord \$25.00 for any dishonored check.

(e) Any amount due to Landlord, if not paid when due, shall bear interest from the date due until paid at the rate of one and one-half (1 ½%) percent per month or, if less, the highest rate permissible under applicable law (the "**Interest Rate**"). Payment of interest shall not excuse or cure any default hereunder by Tenant.

(f) All payments due from Tenant to Landlord hereunder shall be made to Landlord without prior notice, demand, deduction or offset in lawful money of the United States of America at the address for payment set forth in the Basic Lease Information, or to such other person or at such other place as Landlord may from time to time designate by notice to Tenant.

5. **SECURITY DEPOSIT.** On execution of this Lease Tenant shall deposit with Landlord the sum specified in the Basic Lease Information (the “**Deposit**”). The Deposit shall be held by Landlord as security for the performance by Tenant of all of the provisions of this Lease. Following an event of default by Tenant under this Lease, Landlord may use, apply or retain all or any portion of the Deposit for the payment of any rent or other charge in default, or the payment of any other sum to which Landlord may become obligated by Tenant’s default, or to compensate Landlord for any loss or damage which Landlord may suffer thereby. If Landlord so uses or applies all or any portion of the Deposit, then within ten (10) days after demand therefor Tenant shall deposit cash with Landlord in an amount sufficient to restore the Deposit to the full amount thereof, and Tenant’s failure to do so shall be a material breach of this Lease. Landlord shall not be required to keep the Deposit separate from its general accounts. If Tenant performs all of Tenant’s obligations hereunder, the Deposit, or so much thereof as has not theretofore been applied by Landlord, shall be returned, without payment of interest for its use, to Tenant (or, at Landlord’s option, to the last assignee, if any, of Tenant’s interest hereunder) at the expiration of the term hereof, and after Tenant has vacated the Premises, and within thirty (30) days of termination of this Lease. No trust relationship is created herein between Landlord and Tenant with respect to the Deposit. Landlord shall be entitled to commingle the Deposit with its other funds. Tenant and Landlord acknowledge and agree that their rights and remedies with respect to the Deposit shall be as provided in this Lease, and each of Landlord and Tenant hereby waive Section 1950.7 of the California Civil Code and any and all other similar statutes now existing or hereafter enacted.

6. **USE.**

(a) The Premises shall be used and occupied by Tenant for only general office use and in accordance with the Basic Lease Information and Rules and Regulations attached to this Lease as Exhibit B and for no other purpose. Tenant shall, at Tenant’s expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term regulating the use by Tenant of the Premises. Tenant shall not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance, or which unreasonably disturbs other tenants of the Building, nor shall Tenant, its employees, agents or invitees damage the Premises, the Building or related improvements, nor place or maintain any signs on or visible from the exterior of the Premises without Landlord’s written consent, which consent may be withheld in Landlord’s sole and absolute discretion, or use any corridors, sidewalks or other areas outside of the Premises for storage or any purpose other than access to the Premises. Tenant shall not conduct any auction at the Premises. Notwithstanding any other provision of this Lease, Tenant shall not use, keep or permit to be used or kept on the Premises any foul or noxious gas or substance, nor shall Tenant do or permit to be done anything in and about the Premises, either in connection with activities hereunder expressly permitted or otherwise, which would cause an increase in premiums payable under, or a cancellation of, any policy of insurance maintained by Landlord in connection with the Premises or the Building or which would violate the terms of any covenants, conditions or restrictions affecting the Building or the land on which it is located.

(b) Tenant shall faithfully observe and comply with the rules and regulations attached to this Lease as Exhibit B, and, after notice thereof, all reasonable modifications thereof and additions thereto from time to time promulgated in writing by Landlord. Landlord shall not be responsible to Tenant for the nonperformance by any other tenant or occupant of the Building of any of said rules and regulations, but Landlord shall use good faith efforts to enforce the rules and regulations consistently.

(c) Tenant shall strictly comply with all statutes, laws, ordinances, rules, regulations, and precautions now or hereafter mandated or advised by any federal, state, local or other governmental agency with respect to the use, generation, storage, or disposal of hazardous, toxic, or radioactive materials (collectively, “**Hazardous Materials**”). As herein used, Hazardous Materials shall include, but not be limited to, those materials that are hazardous, toxic, radioactive or carcinogenic materials, substances or wastes.

Tenant shall not cause, or allow its agents, employees or contractors to cause, any Hazardous Materials to be used, generated, stored, or disposed of on or about the Premises or the Building other than reasonable quantities of office and cleaning supplies in their retail containers. Tenant shall defend (with counsel approved by Landlord), indemnify and hold Landlord, its trustees, employees, property manager and agents, any entity having a security interest in the Premises or the Building, and its and their employees and agents (collectively, "**Indemnitees**") harmless from and against, and shall reimburse the Indemnitees for, all liabilities, claims, costs, damages, and depreciation of property value, including all foreseeable and unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage, or disposal of Hazardous Materials by Tenant or any person claiming under Tenant, including, without limitation, the cost of any required or necessary investigation, monitoring, repair, cleanup, or detoxification and the preparation of any closure or other required plans, whether such action is required or necessary prior to or following the termination of this Lease, as well as penalties, fines and claims for contribution to the full extent that such action is attributable, directly or indirectly, to the use, generation, storage, or disposal of Hazardous Materials by Tenant or any person claiming under Tenant. Neither the consent by Landlord to the use, generation, storage, or disposal of Hazardous Materials nor the strict compliance by Tenant with all statutes, laws, ordinances, rules, regulations, and precautions pertaining to Hazardous Materials shall excuse Tenant from Tenant's obligation of indemnification set forth above. Tenant's obligations under this Section 6 shall survive the expiration or termination of this Lease.

7. **INSURANCE.** Tenant shall maintain for the duration of Tenant's occupancy, at Tenant's expense, a policy of general business liability, bodily injury and property damage insurance with minimum coverages of \$1,000,000 per occurrence/\$2,000,000 aggregate. The policy shall name Landlord, and Seagate Properties, Inc., as an Additional Insured and Tenant shall provide Landlord a certificate evidencing such coverage. Landlord shall maintain hazard insurance covering the full replacement value of the improvements, however, Landlord's insurance will not insure Tenant's personal property, leasehold improvements or trade fixtures.

8. **SUBROGATION.** To the extent permitted by insurance policies which may be owned by the parties, Landlord and Tenant waive any and all rights of subrogation against each other which might otherwise exist.

9. **ASSIGNMENT & SUBLETTING.** Tenant will not assign or sublet any portion of the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and at the election of Landlord, terminate this Lease. As a prior condition of approving any assignment or sublet, Tenant shall deliver to Landlord the name of the proposed assignee or sublessee and financial statements and a credit report evidencing the financial status of the proposed party.

10. **ALTERATIONS.** Tenant shall not make any alterations, paint or place any signs on or within the Premises without the advance written consent of Landlord.

11. **UTILITIES & SERVICES.** Landlord shall provide at no additional charge to Tenant all reasonable gas, electricity, water and trash removal service. Landlord shall also provide janitorial services. Telephone, Internet and any other services shall be at the sole expense of Tenant. Tenant shall not install or operate in the Premises any appliance or electrical equipment other than typical computers, printers, copiers and standard small business office equipment.

12. **CONFERENCE ROOM.** Landlord may provide an on-site conference room for use by all tenants in the building. Tenant's use of the conference room is provided on a first-come, first-served basis and reservations for use should be made with the Building's property manager.

13. TAXES. Landlord shall pay all real property taxes assessed against the building containing the Premises. Tenant shall pay all taxes assessed against Tenant's personal property and equipment in the Premises.

14. MAINTENANCE & REPAIRS. Unless such damage is caused by the negligence or intentional act of Tenant or Tenant's guests, Landlord shall make and pay for all repairs to the Premises, including but not limited to, lighting (including light bulb replacement), electrical, plumbing, heat and air-conditioning, and other systems and equipment in the Premises or common areas of the Building.

15. HOLDING OVER. If this Lease is for a term of twelve (12) months or more, any holding over after the Lease Expiration Date shall be a month-to-month tenancy at a monthly rent equal to one hundred fifty percent (150%) of the Rent payable at Lease expiration. If this Lease is for a term of less than twelve (12) months, any holding over shall be on a month-to-month basis at the rent payable at expiration of the Lease Term.

16. ATTORNEY FEES. In the event of any action or other proceeding arising from or to enforce the provisions of this Lease, the prevailing party shall be entitled to receive from the other party reasonable attorney's fees and other costs as may be determined by the Court.

17. DEFAULT. Events of Default: The occurrence of any of the following events shall constitute a default on the part of Tenant:

(a) **Abandonment.** Vacation or abandonment of the premises. Tenant waives any right Tenant may have to notice under Section 1951.3 of the Civil Code of the State of California, the terms of this subsection (a) being deemed such notice to Tenant as required by said Section 1951.3;

(b) **Nonpayment of Rent.** Failure to pay any installment of Rent due and payable hereunder (or failure to pay any other amount required to be paid hereunder, all such obligations to be construed as the equivalent of obligations for payment of Rent) upon the date when said payment is due, such failure continuing without cure by payment of delinquent Rent and late charge for a period of three (3) days after written notice and demand;

(c) **Other Obligations.** Failure to perform any non-rent obligations, agreement or covenant under this Lease (including Rules and Regulations) with such failure continuing for fifteen (15) days after written notice of such failure, or such longer period as necessary to remedy such default, provided that Tenant shall continuously and diligently pursue such remedy at all times until such a default is cured;

(d) **General Assignment.** A general assignment by Tenant for the Benefit of creditors;

(e) **Bankruptcy.** The filing of any voluntary petition in bankruptcy by Tenant, or the filing of an involuntary petition by Tenant's creditors, which involuntary petition remains undischarged for a period of sixty (60) days. In the event that under applicable law the trustee in bankruptcy or Tenant has the right to affirm this lease and continue to perform the obligations of Tenant hereunder, such trustee or Tenant shall, in such time period as may be permitted by the bankruptcy court having jurisdiction, cure all defaults of Tenant hereunder outstanding as of the date of affirmation of this Lease and provide to Landlord such adequate assurances as may be necessary to ensure Landlord of the continued performance of Tenant's obligations under this Lease;

(f) **Receivership.** The employment of a receiver to take possession of substantially all of Tenant's assets of the Premises, if such receivership remains undissolved for a period of sixty (60) days after creation thereof;

(g) **Insolvency.** The admission by Tenant in writing of its inability to pay its debts as they become due, the filing by Tenant of a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, the filing by Tenant of an answer admitting or failing timely to contest a material allegation of a petition filed against Tenant in any such proceeding or, if within sixty (60) days after the levy thereof;

(h) **Estoppel.** The failure of Tenant to execute and deliver to Landlord an Estoppel Certificate as provided in this lease.

18. REMEDIES & TENANT'S DEFAULT. Landlord's Rights. Should Tenant fail to cure any default specified in Section 17 above, within the time periods specified, if any, Landlord may exercise any of the following rights without further notice or demand of any kind to Tenant or any other person, except as required by applicable State Law:

(a) The right of Landlord to terminate this Lease and to reenter the Premises and take possession thereof and remove all persons therefrom, and Tenant shall have no further claim thereon or hereunder;

(b) The right of Landlord, without declaring this Lease terminated, to reenter the Premises and occupy the whole or any part thereof for and on account of Tenant and to collect any unpaid Rent and other charges which have become payable, or which may thereafter become payable; or

(c) The right of Landlord, even though it may have reentered the Premises, to thereafter elect to terminate this Lease and all the rights of Tenant in or to the Premises.

19. INDEMNIFICATION OF LANDLORD. Landlord will not be liable for any loss, damage or injury to Tenant, or to any other person, or to any property, occurring on the Property or within the Premises, including vehicles parked in the building Parking Facilities. Except in the case of Landlord's gross negligence, Tenant agrees to hold Landlord harmless and to defend Landlord from any claims for damages arising out of Tenant's use of the Premises, and to indemnify Landlord for any expense Landlord may incur in defending such claims.

20. WAIVER. Landlord's failure to enforce any term of this lease shall not be deemed a waiver of Landlord's future right to enforce such term or condition.

21. TIME. Time is of the essence of this lease.

22. NOTICES. All notices, consents, demands and other communications from one party to the other given pursuant to the terms of this Lease shall be in writing and shall be deemed to have been fully given when deposited in the United States mail, certified or registered, postage prepaid, or delivered to a generally recognized overnight courier service, charges prepaid, and addressed as follows: to Tenant at the address specified in the Basic Lease Information or to such other place as Tenant may from time to time designate in a notice to Landlord; to Landlord at the address specified in the Basic Lease Information, or to such other place and with such other copies as Landlord may from time to time designate in a notice to Tenant; or, in the case of Tenant, delivered to Tenant at the Premises. All payments of Rent and additional rent to Landlord shall be made at the address specified pursuant to Section 2, except that any Rent and additional rent payment

following a notice to Tenant of default in partial or full payment of any outstanding amount under this Lease shall be made personally to the address specified in such notice of default, or in such other manner as such notice may direct. The effective date of any Notice shall be three (3) business days after the mailing date or the date of delivery if delivered in person.

23. SUCCESSORS. This lease shall be binding upon and inures to the benefit of the heirs, assigns and successors of the parties. In the event of a sale of the Building containing the Premises, Landlord shall be and is entirely freed and relieved of all liability under any of the covenants and obligations arising from this lease. Landlord's successor in interest shall be deemed to have assumed all covenants and obligations of Landlord arising from this lease.

24. ACCESS. Landlord or Landlord's agents may enter the Premises at all reasonable times for the purpose of inspecting the same, showing the same to prospective purchasers or lenders, and making such alterations, repairs, improvements or additions to the Premises or to the Building as Landlord may deem necessary or desirable. Landlord may at any time during the last sixty (60) days of the Term place on or about the Premises, Building or Property any ordinary "For Lease" sign.

25. ESTOPPEL. Within five (5) business days following any written request which Landlord may make from time to time, Tenant shall execute and deliver to Landlord a certificate certifying that this Lease is unmodified and in full force and effect; or if modified indicating thereon any modifications which may exist at the time; the amount of Tenant's security deposit; and the date to which rent has been prepaid; and that no defaults exist on the part of Landlord or Tenant. Failure by Tenant to execute and deliver such certificate shall constitute a Default of this lease.

26. SUBORDINATION. This Lease, at Landlord's election, will be subordinate to any mortgage, deed of trust, or other security now existing or placed upon the property in the future.

27. PARKING. Landlord shall provide Tenant parking on an unreserved basis in Landlord's parking facilities (the "**Parking Facilities**"). The use of the Parking Facilities shall be in common with other tenants of the Property upon a first-come, first-served basis and on other reasonable, nondiscriminatory terms and conditions, as may from time to time be established by Landlord. Tenant agrees to cooperate with Landlord and other tenants in the Project in the use of the Parking Facilities. Access to the Parking Facilities shall be subject to control by Landlord. Landlord reserves the right in its discretion to alter, change or improve the Parking Facilities. Landlord shall not be liable to Tenant, nor shall this Lease be affected, if any parking is impaired by moratorium, initiative, referendum, law, ordinance, regulation or order passed, issued or made by any governmental or quasi-governmental body. Landlord assumes no liability for damage or injuries, theft, collision, fire or damage of Tenant, its employees, customers and invitees and/or their vehicles and Landlord shall not be responsible for articles left in vehicles or for damages for loss of use of any vehicle. Tenant waives any and all claims against Landlord for any injury to or death of any person or damage to or destruction of property in or about the Parking Facilities, including, without limitation, loss of use of any one of the Parking Facilities. Tenant shall not park any vehicles overnight at the Building or Property.

28. TRADE FIXTURES. Any and all improvements made to the Premises whether by Landlord or Tenant shall belong to Landlord, except any trade fixtures of Tenant. Tenant may, upon termination, remove all trade fixtures, provided Tenant repairs any damages caused by such removal.

29. DISCLOSURES.

(a) **Flood.** Landlord believes the Premises is not located in a Federally Designated Flood Zone, and to the best of Landlord's knowledge the building and Premises has not flooded in the past.

(b) **Americans With Disabilities Act.** Landlord and Tenant acknowledge the existence of the Americans With Disabilities Act (“ADA”), which among other things, determines accessibility to the building and Premises. Landlord shall be responsible for the cost of and compliance with any requirements of the ADA that are not as a result of Tenant’s specific use or occupancy of the Premises.

(c) **Certified Access Specialist.** Pursuant to Civil Code 1938, the Building has not been inspected by a Certified Access Specialist (CAsp).

(d) **Measurement of Premises.** The parties to this Lease mutually agree that the Rent payable herein is for the Premises that has been leased (as identified in the Basic Lease Information), and that the rentable area of the Premises includes an allocation for the common areas of the building. Tenant acknowledges and confirms that regardless of the rentable area, Tenant accepts the Premises at the Rent stated in this Lease.

(e) **Hazardous Materials.** Landlord represents that it has no knowledge of contamination of the building or Premises with Hazardous Materials.

30. TELEPHONE DATA CABLE. Landlord provides telephone service to the Telephone Equipment room in the Building and one telephone line to the Premises. Installation and maintenance of any telephone lines within the Premises is at the sole expense of Tenant. Installation and maintenance of any data cables from the Telephone Equipment room in the Building to the Premises and throughout the Premises is at the expense of Tenant.

31. PROHIBITED PERSONS and TRANSACTIONS. TENANT represents and warrants to Landlord that it or they are currently in compliance with, and further covenants to Landlord that it or they shall at all times during the Term of the Lease (including any extension thereof) remain in compliance with, the regulations of the Office of Foreign Assets Control (“OFAC”) of the U.S. Department of Treasury (including those named on OFAC’s Specially Designated Nationals and Blocked Persons List) and any statute, executive order (including, but not limited to, Executive Order 13224, dated September 24, 2001 and entitled “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”), or other governmental, regulatory, or administrative action relating thereto.

32. GENERAL PROVISIONS.

(a) If Tenant is a corporation, each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of the corporation in accordance with a duly adopted resolution of the Board of Directors and that this Lease is binding upon the corporation in accordance with its terms.

(b) The term “**Landlord**” as used herein means the then owner of the Building and in the event of a sale of the Building the selling owner shall be automatically relieved of all obligations of Landlord hereunder, except for acts or omissions of Landlord theretofore occurring.

(c) Any liability which may arise as a consequence of the execution of this Lease by or on behalf of Landlord shall be a liability of Landlord and not the personal liability of any partner, shareholder, owner, member, officer, director, agent, trustee, employee or beneficiary of Landlord. Notwithstanding anything to the contrary set forth in this Lease, Tenant agrees that there shall be absolutely no personal liability on the part of Landlord with respect to any of the obligations of Landlord under this Lease, and Tenant shall look solely to the equity, if any, of Landlord in the Building for the satisfaction of any liability of Landlord to Tenant. Tenant’s exculpation of personal liability of Landlord is absolute and without any exception whatsoever.

(d) Tenant warrants that it has had no dealings with any real estate broker or agent other than the Broker(s), if any, identified in the Basic Lease Information in connection with the Premises or this Lease. Tenant shall indemnify Landlord and hold it harmless from and against all claims, demands, costs or liabilities (including, without limitation, attorneys' fees) asserted by any party other than such Broker(s) based upon dealings of that party with Tenant in connection with the Premises or this Lease.

(e) No modification of this Lease shall be effective unless it is a written modification signed by both parties.

(f) Landlord does not grant to Tenant in this Lease any exclusive right except the right to occupy its Premises.

33. ENTIRE AGREEMENT. This Lease constitutes the entire agreement between the parties. In the event the parties had a previous lease agreement for the Premises, this Agreement supercedes such agreement. This Agreement may not be modified in any way except by written instrument executed by both parties.

34. EXHIBITS. This Lease and the following exhibits and attachments constitute the entire agreement between the parties and supersede all prior agreements and understandings related to the Premises, including all lease proposals, letters of intent and other documents: Exhibit A (Premises), Exhibit B (Rules and Regulations), and Exhibit C (Landlord's Work).

IN WITNESS WHEREOF, the parties have executed this Lease as of the date herein written below (the "Effective Date").

LANDLORD:

SEAGATE BRIDGEWAY ASSOCIATES LP
A California limited partnership

By: **SEAGATE 3030 ASSOCIATES, LLC**
A California limited liability company
Its: Managing Member

By: _____
Name: Dennis P. Fisco
Its: Managing Agent

Date: _____

TENANT:

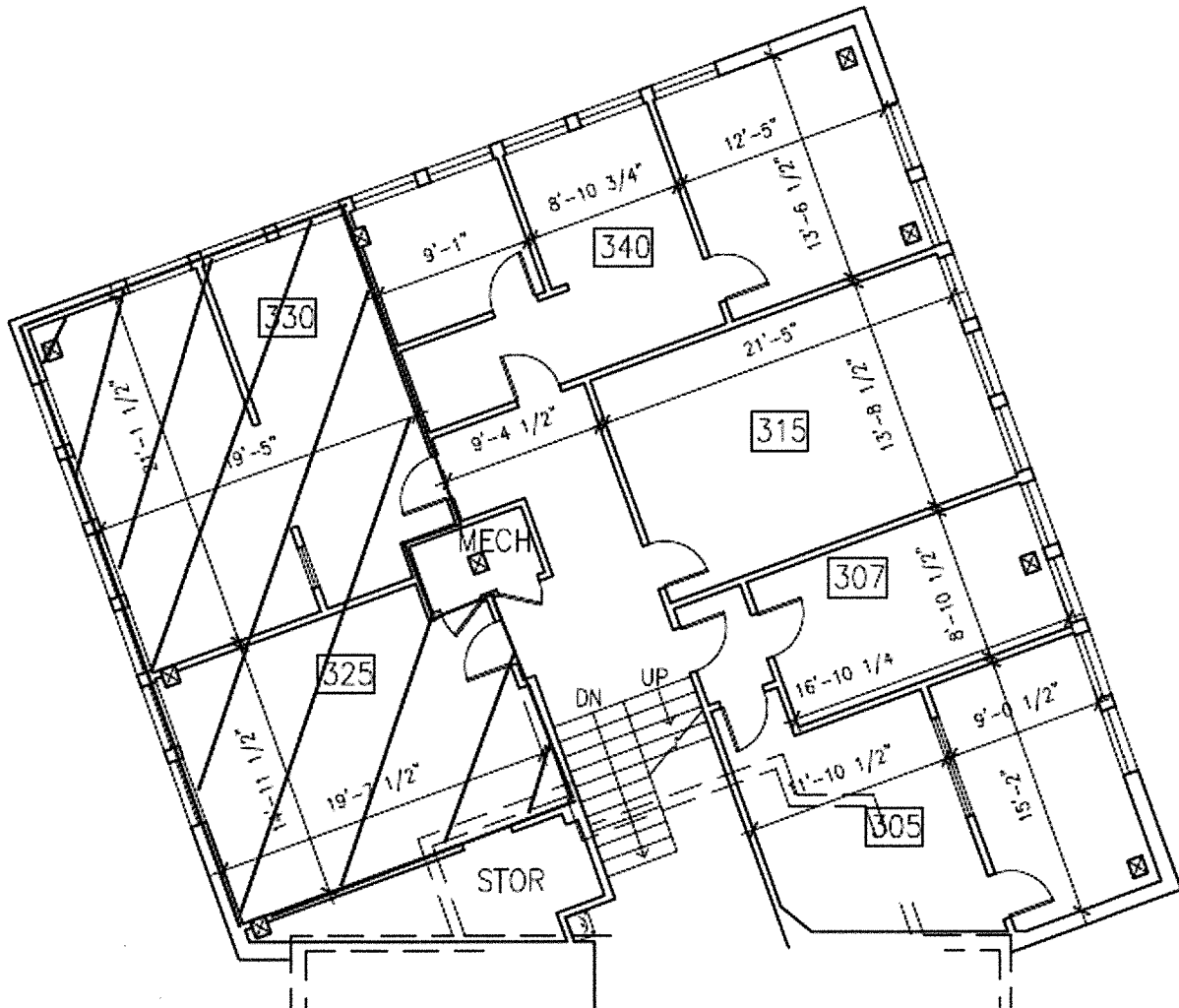
SAUSALITO MARIN CITY SCHOOL DISTRICT

By: _____
Name: Paula Rigney
Its: _____
Date: _____

EXHIBIT A

FLOOR PLAN OF PREMISES

This Exhibit A is attached to and made a part of that certain Lease dated **September 17, 2015** by and between **SEAGATE BRIDGEWAY ASSOCIATES LP**, a California limited partnership, as Landlord, and **SAUSALITO MARIN CITY SCHOOL DISTRICT**, as Tenant, in the Building commonly referred to as 3030 Bridgeway, Sausalito, California 94965.



NOT TO SCALE

EXHIBIT B

RULES AND REGULATIONS

The following rules and regulations are meant to provide for a safe, clean and professional business environment for all occupants of the Building. Enforcement of these rules and regulations allows consistent standards for all occupants.

1. The rights of tenants to use the entrances and corridors of the Building are limited to ingress and egress from the Tenant's Premises for the tenants and their employees, licensees and invites, and no tenant shall use, or permit the use of, the entrance and corridors for any other purpose. No tenant shall invite to the Tenant's Premises, or permit the visit of, persons in such numbers or under such conditions as to interfere with the use and enjoyment of any of the entrances, corridors, and other facilities of the Building by other tenants. Fire exits and stairways are for emergency use only, and they shall not be used for any other purposes by the tenants, their employees, licensees or invites. No tenant shall encumber or obstruct, or permit the encumbrance or obstruction of any of the lobbies, sidewalks, entrances, corridors, fire exits, stairways or other public portions of the Building. The Landlord reserves the right to control and operate the public portions of the Building and the public facilities, as well as facilities, furnished for the common use of the tenants, in such a manner as it deems best for the benefit of the tenants generally. No boxes, supplies, deliveries or materials of any kinds will be allowed to be stored in the Building corridors, lobby or common areas.
2. All entrance doors in each tenant's Premises shall be left locked when the tenant's Premises are not in use. Entrance doors shall not be left open at any time.
3. No noise, including the playing of any musical instruments, radio or television, which in judgment of the Landlord, might disturb other tenants in the Building shall be made or permitted by any tenant. Nothing shall be done or permitted in any tenant's Premises, which would impair or interfere with the Building's services or the proper and economic heating, cleaning or other servicing of the Building or the Premises, or the use or enjoyment by any other tenant or any other Premises, nor shall there be installed by any tenant any ventilating air conditioning, electrical or other equipment of any kind which, in the judgment of the Landlord, might cause any such impairment or interference. No dangerous, flammable, combustible or explosive object or material shall be brought into the Building by any tenant or with the permission of any tenant.
4. No cooking shall be done or permitted by any tenant in the Premises, except as expressly approved by Landlord in writing, nor shall the Premises be used for the storage of merchandise, for washing clothes, for lodging, or for any improper, objectionable or immoral purposes. Coffee makers and microwave ovens are allowed within a tenants' premises.
5. The water fountains, toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage, or damage resulting from the violation of this rule shall be borne by the tenant who, or whose employees or invites shall have cause it.
6. No sign, placard, picture, advertisement name or notice shall be inscribed, displayed or printed or affixed on or to any part of the outside or inside of the Building without the written consent of Landlord first had and obtained and Landlord shall have the right to remove any such sign, placard, picture, picture, advertisement, name or notice to and at the expense of tenant. All approved signs or lettering on doors and walls shall be printed, painted, affixed or inscribed at the expense of tenant by a person approved by Landlord.

7. Tenant shall not alter any lock nor install any new or additional locks or any bolts on any door of the Premises without the written consent of the Landlord. Each tenant, upon the termination of the tenancy, shall deliver to the Landlord the keys of building and offices, which shall have been furnished the Tenant and in the event of loss of any keys so furnished, shall pay the Landlord therefore. IN THE EVENT TENANT LOSES THEIR KEYS AT ANY TIME, TENANT SHALL PAY LANDLORD \$50 FOR REPLACEMENT OF EACH SET OF KEYS. IF TENANT'S SUITE NEEDS NEW LOCKS INSTALLED BECAUSE OF TENANT, TENANT SHALL REIMBURSE LANDLORD THE COST THEREOF.
8. Tenant shall not overload the floor of the Premises or mark, drive nails, screw or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof, reasonable wear and tear excepted.
9. Safes or other heavy objects shall, if considered necessary by Landlord, stand on a platform of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property from any cause, and all damage done to the Building or Premises by moving or maintaining any such safe or other property shall be repaired at the expense of the Tenant.
10. Tenant shall not cause any unnecessary labor by reason of Tenant's carelessness or indifference in the preservation of good order and cleanliness. Landlord shall in no event be responsible to any tenant for any loss of property in their Premises, however occurring, or for any damage done by the effects or any tenant by the janitor or any other employee or any other person. Janitorial service shall include ordinary dusting and cleaning by the janitor assigned to such work and shall not include beating of carpets or rugs or moving of furniture or other special services. Janitorial service will not be furnished on nights when rooms are occupied after 7:00 p.m.
11. No tenant shall lay linoleum, tile, carpet or other similar floor covering so that the same shall be affixed to the floor of the Premises in any manner except as approved by the Landlord. The expenses of repairing any damage resulting from a violation of this rule or removal of any floor covering shall be borne by the tenant by whom, or by whose contractors, employees or invitees, the damage shall have been caused.
12. Smoking is not permitted inside the Building in any area. Smoking is also not permitted within 20 feet of any entrance door to the Building.
13. Tenant will not permit deliveries to be made to the Building unless the materials delivered are delivered directly to the Premises and only when Tenant is available to receive the delivered materials.
14. Tenants with operable windows will keep the windows or sliding doors closed and latched at all times when Premises are not occupied. Tenant shall be liable for any loss or damage as result of illegal entry or weather, which results from the windows or doors left open.
15. TENANTS WILL NOT LEAVE ANY MATERIALS OR FURNITURE IN AREAS OUTSIDE OF THEIR PREMISES.
16. Parking by Tenant's employees and their invitees shall not unreasonably exceed the average number of spaces allocated to each tenant in the Building based on the amount of square feet a tenant occupies. Only automobiles customarily used for passenger transportation may be parked in the lot. Vehicles specifically excluded from the parking lot include, boats, trailers, delivery trucks, buses, mobile homes and recreational vehicles.

17. Tenants will be permitted no displays, sales or gatherings of any kind in the common areas of the Building without Landlord's express written consent.

18. No animals or pets of any kind are allowed on the Premises. Working dogs (with proper certification) for disabled persons are an exception to this rule.

19. No bicycles will be allowed to be stored within the Building corridors, lobby or common areas.

TENANT INITIALS: _____

EXHIBIT C

Landlord's Work

This Exhibit C is attached to and made a part of that certain Lease dated **September 17, 2015** by and between **SEAGATE BRIDGEWAY ASSOCIATES LP**, a California limited partnership, as Landlord, and **SAUSALITO MARIN CITY SCHOOL DISTRICT**, as Tenant, in the Building commonly referred to as 3030 Bridgeway, Sausalito, California 94965. Capitalized terms used herein, unless otherwise defined in this Landlord's Work, shall have the respective meanings ascribed to them in the Lease.

Landlord and Tenant hereby agree that Landlord shall deliver the Premises with the following improvements (the "**Work**"):

- (a) Install new Building Standard window blinds in the Premises;
- (b) Install new pergo floor covering; and
- (c) Extend partition wall and create two new offices with glass entry doors.

Beyond the Work as set forth above, Landlord shall deliver the Premises broom clean in "as-is" condition with all existing fixtures, alterations, improvements in place, in their "as-is" "where-as" condition and with all utilities, and passage doors, in functional condition.

IN WITNESS WHEREOF, the parties hereto have executed this Work Letter Agreement as of the date first above written.

LANDLORD

TENANT

SEAGATE BRIDGEWAY ASSOCIATES LP

SAUSALITO MARIN CITY SCHOOL DISTRICT

A California limited partnership

By: **SEAGATE 3030 ASSOCIATES, LLC**
A California limited liability company

By: _____
Name: Paula Rigney

Its: Managing Member

Its: _____

Date: _____

By: _____

Name: Dennis P. Fisco

Its: Managing Agent

Date: _____

EXHIBIT D

Option To Extend

This Exhibit D is attached to and made a part of that certain Lease dated **September 17, 2015** by and between **SEAGATE BRIDGEWAY ASSOCIATES LP**, a California limited partnership, as Landlord, and **SAUSALITO MARIN CITY SCHOOL DISTRICT**, as Tenant, in the Building commonly referred to as 3030 Bridgeway, Sausalito, California 94965. Capitalized terms used herein, unless otherwise defined in this Option to Extend, shall have the respective meanings ascribed to them in the Lease.

Subject to the provisions of this Lease, Tenant shall have one option (“**Option**”) to extend the initial term of this Lease, for a period of One (1) year (“**Extended Term**”). At the end of the Extended Term, there shall be no other right to renew and the lease shall terminate.

- a) Tenant shall exercise an Option, if at all, by giving Landlord advance written notice of Tenant’s intention to do so not more than Six (6) months and not less than Three (3) months prior to the expiration of the original Lease Term. Notwithstanding the foregoing, Tenant shall not have the right to exercise an Option if: (a) Tenant is in default under this Lease, beyond any notice or cure period, at the time of the purported Option exercise, or (b) two or more events have occurred during the Lease Term which constituted Events of Default. The Extended Term shall be upon all of the terms and conditions of this Lease, except that the monthly Base Rent for such Extended Term shall be in accordance with Paragraph b. herein below. Upon commencement of the Extended Term, all references herein to the “term” of this Lease shall be deemed to include the Extended Term. Unless expressly mentioned and approved in the written consent of Landlord provided for by in this Lease, the option rights of Tenant under this Option to Extend are granted for Tenant’s personal benefit and may not be assigned or transferred by Tenant.
- b) Base Rent for the Extended Term, in addition to other charges in additional rent due under the terms of this Lease shall be One Hundred (100%) percent of the then current prevailing fair market value for comparable space but in no event lower than the rent in year one (1) of the Lease as adjusted by the CPI Adjustment of Rent as further described in (c) below.
- c) Commencing October 1, 2015, the monthly Rent shall be increased at the expiration of each year (“**Adjustment Date**”) of the Term of this Lease in accordance with the increase if any, in the cost of living as hereinafter defined. The Rent so adjusted, shall be paid in accordance with this Section 1(g) until the next Adjustment Date. The Rent shall be determined on each Adjustment Date by multiplying the Rent set forth in Section 1(g) by a fraction, the denominator of which is the index figure for the month immediately preceding the Rent Commencement Date as published in the U.S. Department of Labor, Bureau of Labor, Bureau of Labor Statistics, Revised Consumer Price Index for Urban Wage Earners and Clerical Workers, San Francisco, Oakland, Bay Area California, all items (1982=100) (the “**CPI**”) and the numerator of which is the same CPI index figure for the month immediately preceding the month during which the particular annual adjustment occurs. In no event shall the Rent increase payable under this Lease be less than three (3%) percent and no more than six (6%) percent of the Rent payable for the preceding year.

The Index for the Adjustment Date shall be the one reported in the U.S. Department of Labor's official Index then in use and in event said Index is discontinued, then the most comprehensive

official Index then in use and most nearly answering the foregoing description of the Index to be used. If it is calculated from a base different from the base period 1982=100, figures used for calculating the adjustment shall first be converted under a formula supplied by the Bureau. If the described Index shall no longer be published and no similar index is published by the Department of Labor, another Index generally recognized as authoritative shall be substituted by Landlord.

IN WITNESS WHEREOF, the parties hereto have executed this Option to Extend as of the date first above written.

LANDLORD:

SEAGATE BRIDGEWAY ASSOCIATES LP
A California limited partnership

By: **SEAGATE 3030 ASSOCIATES, LLC**
A California limited liability company
Its: Managing Member

By: _____
Name: Dennis P. Fisco
Its: Managing Agent

Date: _____

TENANT:

SAUSALITO MARIN CITY SCHOOL DISTRICT

By: _____
Name: Paula Rigney
Its: _____
Date: _____