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08937-001

November 9, 2023

VIA ELECTRONIC MAIL ONLY

plee@awattorneys.com

Pam Lee, Esq.
Aleshire & Wynder LLP
18881 Von Karman Avenue, Suite 1700
Irvine, CA 92612

Re: Bell Canyon Association (“Association”) and The Bell Canyon Community Center, Inc.

Dear Ms. Lee:

This law firm represents The Bell Canyon Community Center, Inc (which is a subsidiary of the Bell Canyon Association) and the Bell Canyon Association.

I am writing to you because I understand that tonight, the Bell Canyon Community Services District, for whom you are counsel, will be meeting to ratify the enclosed Bell Canyon Community Center lease, “dated” November 6, 2023. I am putting you on notice that this alleged lease was not approved or even reviewed by The Bell Canyon Community Center board, nor the Bell Canyon Association board, and was never approved, accepted, agreed to or ratified by them. Simply put, The Bell Canyon Community Center Board will not honor this lease and considers it a forgery.

Please do not ratify or accept this lease tonight, because if you do so, both of my client associations will have no choice but to take action against The Community Services District for participation in this fraudulent transaction.

Nothing contained herein or omitted herefrom shall be deemed to be an admission, limitation or waiver of any of the Associations’ rights, remedies or defenses, either at law, or in equity, all of which rights, remedies and defenses are hereby expressly reserved.

Very truly yours,

WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP



MICHAEL W. RABKIN

MWR:aak
Enclosure

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Bell Canyon Community Center Lease

THIS LEASE is made on November 6, 2023:

The Landlord hereby agrees to lease to the Tenant, and the tenant hereby agrees to hire and take from the Landlord, the Leased Premises described below pursuant to the terms and conditions specified herein:

LANDLORD:

**Bell Canyon Community Center, Inc.
30 Hackamore Lane
Bell Canyon, CA 91307**

TENANT(S):

**Bell Canyon Community Service District
30 Hackamore Lane, Suites #2A and 2B
Bell Canyon, CA 91307**

1 **LEASED PREMISES.** The Leased Premises are those premises containing **760 square feet** and described as 30 Hackamore Lane **Suites #2A and 2B**. The suites are located in an Office Building known as the Bell Canyon Community Center.

2 **TERM.** The term of the Lease shall be for a period of 3 years commencing on November 6, 2023, and ending on November 6, 2026, unless sooner terminated as hereinafter provided.

3 **RENT.** The Tenant agrees to pay the MONTHLY RENT of:
Five Hundred Fifty Dollars (\$550.00)

payable in advance before the first day of each calendar month during the full term of this lease. **Commencing November 6, 2024, the above rent shall be increased annually by the change in the consumer price index.** Rent for any period which is for less than one (1) month shall be a prorated portion of the monthly installment herein based upon a thirty (30) day month. All money, except security deposits, due from Tenant to Landlord under this Lease shall be deemed to be rent and all rent shall be paid to Landlord, without deduction or offset, in lawful money of the United States of America and at such place as Landlord may from time to time designate in writing.

4 **RENT PAID UPON EXECUTION :** Tenant to pay the sum of NA upon execution of this lease. This sum is advanced payment for the period NA being the first month of the lease and the period NA through NA being the last month of the lease. If this lease provides for rent adjustments, then the payment made in advance for the last month of the lease shall be applied to the amount then due.

5 **USE AND HOURS OF OPERATION.** Tenant shall use the Premises solely for business purposes and shall not use or permit the Premises to be used for any other purpose. Tenant acknowledges that neither Landlord nor Landlord's agents or employees have made any representation or warranty, express or implied, as to the suitability of the Premises for Tenant's intended use. Tenant shall not be limited as to its hours of operation. However, Tenant's hours of operation shall not create a nuisance to adjoining Tenant's or other property owners in Bell Canyon. Landlord shall provide operation of the Heating and Air Conditioning systems only during the following hours: Monday through Friday: 7AM to 7PM and Saturday: 7AM to 5PM.

6 **SECURITY DEPOSIT.** Concurrently with Tenant's execution of this Lease, Tenant has deposited with Landlord a security deposit in the amount of **\$0.00**. Said Security Deposit shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by

Tenant during the term hereof. If Tenant defaults with respect to any provision of this Lease, including, but not limited to the provisions relating to the payment of rent, Landlord may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a default under this Lease. Landlord shall not be required to keep the security deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within thirty (30) days following expiration of the Lease term. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer said deposit to Landlord's successor-in-interest and Landlord shall thereafter have no further responsibility to Tenant for the Security Deposit. In the event of any bankruptcy or creditor proceedings involving Tenant, the deposit shall be deemed applied to the payment of rent due Landlord for the period before the proceeding.

- 7 **USES PROHIBITED.** Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which is not within the permitted use of the Premises or which will in any way increase the existing rate of or affect any fire or other insurance upon the Office Building or any of its contents, or cause a cancellation of any insurance policy covering said Office Building or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other Tenants or occupants of the Office Building or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose; nor shall Tenant cause, maintain or permit any nuisance in or about the Premises. Tenant shall not commit or allow to be committed any waste in or about the Premises.
- 8 **COMPLIANCE WITH LAW.** Tenant shall not use the Premises, or permit anything to be done in or about the Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as to Tenant. Further, Tenant agrees to abide by all applicable provisions of the CC&Rs and of the rules and regulations adopted by Bell Canyon Association in connection with the property of which the leased premises is a part as well as the rules about the gate and roads.
- 9 **ALTERATIONS AND ADDITIONS.** Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof without first obtaining the written consent of Landlord and any alterations, additions or improvements to or of said Premises, including, but not limited to, wall covering, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and belong to the Landlord and shall be surrendered with the Premises without any compensation to Tenant. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. Upon the expiration or sooner termination of the term hereof, Tenant shall, upon written demand by Landlord, given at least fifteen (15) days prior to the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal.

10 **REPAIRS AND IMPROVEMENTS.**

- 10.1 By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair. Tenant shall, at Tenant's sole cost and expense, keep the Premises and every part thereof in good condition and repair (except as hereinafter provided with respect to Landlord's obligations). Tenant shall, upon the expiration or sooner termination of this Lease hereof, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant. If Tenant after not less than 10 days' notice fails to have the necessary work performed, Landlord may, but shall not have the obligation to, have such work performed and charge Tenant the entire cost, rather than a proportionate share thereof, as additional rent.
- 10.2 Notwithstanding the provisions of Article 10.1, hereinabove, Landlord shall repair and maintain the structural portions of the Office Building, including the exterior walls and roof, unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission of any duty by Tenant, its agents, servants, employees, invitees, or any damage caused by breaking and entering, in which case Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Landlord shall at all times have the right to renovate, remodel, improve or alter any portion of the Office Building or Premises as Landlord in Landlord's sole discretion desires. Except as provided in Article 24 hereof, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant or Tenant's business arising from the making of any repairs, renovation, remodeling, alterations or improvements in or to any portion of the Office Building or the Premises or in or to fixtures, appurtenances and equipment therein. Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.
- 10.3 Except as may otherwise be provided herein, the Premises are being leased to Tenant in their present physical condition "AS IS"
- 10.4 Landlord and its agents shall have the right, subject to prior notice to the tenant, to enter the Premises to inspect them, to show them to prospective purchasers, tenants or lenders, to post notices of non-responsibility, to cure any default of Tenant, to repair, restore or rebuild the Premises or any portion of the Office Building in which the Premises are located, to comply with any governmental or insurance requirements, to construct and install a mechanical shaft in the interior portions of the Premises (without a rental reduction) for ventilation, exhaust, refrigeration, electrical, plumbing or data transmission (including telephone and cable television) for the benefit of another Lessee or portion of the Office Building and to enter for any other lawful purpose relating to Landlord's rights or obligations under this Lease.

- 11 **LIENS.** Tenant shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant. Landlord may require, at Landlord's sole option, that Tenant shall provide to Landlord, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to one and one-half (1-1/2) times the estimated cost of any improvements, additions, or alterations in the Premises which Tenant desires to make, to insure Landlord against any liability for mechanics' and material men's liens and to insure completion of the work. Landlord may require that Tenant provide Landlord, at Tenant's sole cost, a set of plans and specifications approved by the applicable building department, a copy of the building permit, and a lien payment and completion bond in favor of Landlord in an amount equal to 100 the estimated cost of any alterations that Tenant proposes to make.

- 12 **ASSIGNMENT AND SUBLETTING.** Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said

Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof, without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord, constitute a default under the terms of this Lease. Prior to any assignment, transfer, mortgage, pledge, hypothecation, or encumbrance of this Lease or any interest therein, or any subletting of the Premises or any part thereof, or any right or privilege appurtenant thereto, Tenant shall make a written request of Landlord for consent thereto and shall accompany each such written request by a deposit of \$1,000.00 for Landlord's attorney's fees and other expenses in evaluating each request and along with said request, Tenant shall furnish Landlord with current financial statements and Federal Income Tax Returns for the last two (2) years for the proposed assignees and subtenants. Landlord shall refund to Tenant any unused portion of the \$1,000.00 deposit. Landlord shall forward to Tenant a copy of the actual attorney's fees and other expenses. In addition to said financial statements and income tax returns, Tenant shall also thereafter provide Landlord with any other additional written information which Landlord may from time to time request prior to the assignment. Landlord and Tenant agree that no such request by Tenant shall be valid or in good faith, or of any force or legal effect, unless the request is accompanied by the aforesaid payment. Absent such a concurrent payment, Landlord may disregard the request. Any consideration in excess of the amount of rent due from Tenant to Landlord under this Lease that is obtained by Tenant through any assignment or subletting shall be paid to Landlord by Tenant regardless of the source or form of payment. Such consideration may include, without limitation, higher rental and/or security deposit, above-market sales price of equipment, fixtures and/or improvements, or other payments made by or on behalf of the sub-lessee or assignee.

13 **EXEMPTION AND INDEMNIFICATION OF LANDLORD PARTIES** For purposes of this Lease, "Landlord's Parties" shall mean singularly and collectively Landlord and its officers, directors, shareholders, members, agents and employees, and "Tenant's Parties" shall mean singularly and collectively Tenant and its officers, directors, shareholders, members, agents and employees. As a material inducement for Landlord's entering into this Lease, Tenant knowingly and voluntarily agrees as follows.

Indemnity. Except for Landlord's Parties' gross negligence or willful misconduct, Tenant shall indemnify, protect, defend and hold harmless the property subject to the Lease and Landlord's Parties and each of them from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Tenant. If any action or proceeding is brought against Landlord's Parties or any of them by reason of any of the foregoing matters, Tenant shall upon notice defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord and Landlord shall cooperate with Tenant in such defense. Landlord's Parties need not have first paid any such claim in order to be defended or indemnified.

13.1 **Exemption of Landlord's Parties from Liability.** Landlord's Parties shall not be liable for injury or damage to the person or goods, wares, merchandise or other property of Tenant's Parties, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building of which the Premises are a part, or from other sources or places. Landlord's parties shall not be liable for any damages arising from any act or neglect of any other tenant of Landlord. Notwithstanding negligence of Landlord's Parties, or breach of this Lease by Landlord, Landlord's Parties shall under no circumstances be liable for injury to Tenant's business or for any loss of income or profit therefrom.

- 13.2 **Survival of Exemption and Indemnification.** The clauses of this section 13 shall survive the expiration or earlier termination of this Lease until all claims within the scope of this section 13 are fully, finally, and absolutely barred by the applicable statutes of limitations.
- 13.3 **Tenant's Acknowledgment of Fairness.** Tenant acknowledges that this section 13 was negotiated with Landlord, that the consideration for it is fair and adequate, and that Tenant had a fair opportunity to negotiate, accept, reject, modify, or alter any of its provisions.

14 **TENANT PROPERTY INSURANCE AND WAIVER OF SUBROGATION.** Tenant at its cost shall either by separate policy or, at Landlord's option, by endorsement to a policy already carried, maintain all-risk insurance coverage on all of Tenant's personal property and fixtures, and any alterations owned by Tenant, in, on, or about the Premises in the amount of the full replacement cost of Tenant's interests. The proceeds of such insurance shall be used by Tenant for the replacement of personal property and fixtures, and the restoration of any Tenant owned alterations. Tenant shall provide Landlord with written evidence that such insurance is in force. Tenant hereby waives all rights of subrogation against Landlord including Tenant's rights of recovery against Landlord for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of Tenant.

15 **LIABILITY INSURANCE.**

- 15.1 **Compliance with Insurer Requirements.** Tenant shall, at Tenant's sole expense, comply with all requirements, guidelines, rules, orders, and similar mandates and directives pertaining to the use of the Premises and the Building, whether imposed by Tenant's insurers, Landlord's insurers, or both. If Tenant's business operations, conduct, or use of the Premises or the Building cause any increase in the premium for any insurance policies carried by Landlord, Tenant shall, within ten (10) business days after receipt of written notice from Landlord, reimburse Landlord for the increase. Tenant shall, at Tenant's sole expense, comply with all rules, orders, regulations, or requirements of the American Insurance Association (formerly the National Board of Fire Underwriters) and of any similar body.
- 15.2 **Tenant's Liability Coverage.** Tenant shall, at Tenant's sole expense, maintain the coverages set forth in this section 15.
- 15.3 **Commercial General Liability Insurance.** Tenant shall obtain commercial general liability insurance written on an "occurrence" policy form, covering bodily injury, property damage, personal injury, and advertising injury arising out of or relating (directly or indirectly) to Tenant's business operations, conduct, assumed liabilities, or use or occupancy of the Premises or the Building.
- 15.4 **Broad Form Coverage.** Tenant's liability coverage shall include all the coverages typically provided by the Broad Form Comprehensive General Liability Endorsement to Insurance Services Office's 1973 commercial general liability form, including broad form property damage coverage (which shall include coverage for completed operations). Tenant's liability coverage shall further include premises-operations coverage, products-completed operations coverage, owners and contractors protective coverage (when reasonably required by Landlord), and the broadest available form of contractual liability coverage. It is the parties' intent that the Tenant's contractual liability coverage provide coverage to the maximum extent possible of Tenant's indemnification obligations under this Lease.
- 15.5 **Primary Insured.** Tenant shall be the first or primary named insured.
- 15.6 **Additional Insureds.** Landlord Parties shall be named by endorsement as additional insureds under Tenant's general liability coverage. The additional insured endorsement must be on ISO Form CG 20 11 11 85 or an equivalent acceptable to Landlord, with such modifications as Landlord may require.
- 15.7 **Cross-Liability: Severability of Interests.** Tenant's general liability policies shall be endorsed as needed to provide cross-liability coverage for Tenant and Landlord and to provide severability of interests.

- 15.8 **Primary Insurance Endorsements for Additional Insureds.** Tenant's general liability policies shall be endorsed as needed to provide that the insurance afforded by those policies to the additional insureds is primary and that all insurance carried by Landlord Parties is strictly excess and secondary and shall not contribute with Tenant's liability insurance.
- 15.9 **Delivery of Certificate, Policy, and Endorsements.** Before the Lease Commencement Date, Tenant shall deliver to Landlord the endorsements referred to in this section 15 as well as a certified copy of Tenant's liability policy or policies and an original certificate of insurance, executed by an authorized agent of the insurer or insurers, evidencing compliance with the liability insurance requirements. If reasonably available, the certificate shall provide for no less than thirty (30) days' advance written notice to Landlord from the insurer or insurers of any cancellation, non-renewal, or material change in coverage or available limits of liability and shall confirm compliance with the liability insurance requirements in this Lease.
- 15.10 **Concurrency of Primary, Excess, and Umbrella Policies.** Tenant's liability insurance coverage may be provided by a combination of primary, excess, and umbrella policies, but those policies must be absolutely concurrent in all respects regarding the coverage afforded by the policies. The coverage of any excess or umbrella policy must be at least as broad as the coverage of the primary policy.
- 15.11 **Liability Limits.** Tenant's liability insurance coverage shall be in an amount not less than \$500,000.00 per occurrence, and a general aggregate limit of \$1,000,000.00.
- 15.12 **Survival of Insurance Requirements.** Tenant shall, at Tenant's sole expense, maintain in full force and effect the liability insurance coverages required under this Lease and shall maintain Landlord Parties as additional insureds, as required by this Lease, for a period of no less than one (1) year after expiration or earlier termination of this Lease.

16 **PERSONAL PROPERTY TAXES.** Tenant shall pay, or cause to be paid, before delinquency any and all taxes levied or assessed and which become payable during the term hereof upon all Tenant's leasehold improvements, equipment, furniture, fixtures, and any other personal property located in the Premises. In the event any or all of the Tenant's leasehold improvements, equipment, furniture, fixtures and other personal property shall be assessed and taxed with the real property, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

17 **RULES AND REGULATIONS.** Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate and/or modify. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any said rules and regulations by any other tenants or occupants.

18 **HOLDING OVER.** If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof with the express written consent of Landlord, such occupancy shall be a tenancy from month to month at a rental in the amount of the last Monthly Minimum Rent, plus all other charges payable hereunder, and upon all the terms hereof applicable to a month to month tenancy. If Tenant holds over after the expiration of the term hereof without express written consent of Landlord, Tenant shall be liable to Landlord for damages not less than 150 of the last Rent for each month Tenant holds over.

19 **ENTRY BY LANDLORD.** Landlord reserves the right to enter the Premises to inspect the same, subject to prior notice to the tenant, to submit said Premises to prospective purchasers or Tenants, to post notices of non-responsibility, to repair the Premises, to comply with any governmental or insurance requirements, to post ordinary signs advertising the Premises for lease during the last 120 days of the Lease term, and for any other lawful purpose relating to Landlord's rights and obligations under this Lease, and any portion of the Office Building of which the Premises are a part that Landlord may deem necessary or desirable, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the

character of the work to be performed, always providing that the entrance to the Premises shall not be unreasonably blocked thereby. Tenant hereby waives any claim for damages or for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding Tenant's vaults, safes and files, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in a bona-fide emergency, in order to obtain entry to the Premises without liability to Tenant except for any failure to exercise due care for Tenant's property and any entry to the Premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

20 **TENANT'S DEFAULT.** The occurrence of anyone or more of the following events shall constitute a default and breach of this Lease by Tenant:

21.1 The vacating or abandonment of the Premises by Tenant.

21.2 The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of three (3) days after written notice thereof by Landlord to Tenant.

21.3 The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by the Tenant, other than described in Article 21.2 above, where such failure shall continue for a period of five (5) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than five (5) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said five (5) day period and thereafter diligently prosecutes such cure to completion.

21.4 The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

21 **REMEDIES IN DEFAULT.** In the event of any such default or breach by Tenant, Landlord may at any time thereafter, in its sole discretion, with or without notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach:

21.1 Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease and the term hereof shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant: (i) the worth at the time of the award of the unpaid rent which has been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expense of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of the leasing commission paid by Landlord applicable to the unexpired term of this Lease. The worth at the time of award of the amount

referred to in provision (iii) of the prior sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent. Efforts by Landlord to mitigate damages caused by Tenant's Default or Breach of this Lease shall not waive Landlord's right to recover damages under this Article 22.1. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Landlord shall have the right to recover in such proceeding the unpaid rent and damages as are recoverable therein, or Landlord may reserve therein the right to recover all or any part thereof in a separate suit for such rent and/or damages. If a notice and grace period required under Article 21.2, 21.3, or 21.4., was not previously given, a notice to pay rent or quit, or to perform or quit, as the case may be, given to Tenant under any statute authorizing the forfeiture of Leases for unlawful detainer shall also constitute the applicable notice for grace period purposes required by Article 21.2, 21.3, or 21.4. In such case, the applicable grace period under Article 21.2, 21.3, or 21.4. and under the unlawful detainer statute shall run concurrently after the one such statutory notice, and the failure of Tenant to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Landlord to the remedies provided for in this Lease and/or said statute.

- 21.2 Continue the Lease and Tenant's right to possession in effect after Tenant's breach and abandonment and recover the rent as it becomes due pursuant to the remedy described in California Civil Code §-1951.4, provided Tenant has the right to sublet or assign, subject only to reasonable limitations, which Landlord and Tenant agree are reasonable. Acts of maintenance or preservation, efforts to relet the Premises, or the appointment of a receiver to protect the Landlord's interest under the Lease, shall not constitute a termination of the Tenant's right to possession.
- 21.3 If Landlord has paid Tenant an allowance for Tenant's work or a Lease commission to a broker for Tenant's entering into this Lease, Tenant agrees that if this Lease is terminated by Landlord because of default by Tenant in the performance of Tenant's obligations under this Lease, Tenant shall promptly pay to Landlord the entire portion of the allowance and/or leasing commission, amortized on a straightline basis over the Lease term, applicable to the period from the termination through the Expiration Date.
- 21.4 Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of California.
- 21.5 The expiration or termination of this Lease and/or the termination of Tenant's right to possession shall not relieve Tenant from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Tenant's occupancy of the Premises.

22 **DEFAULT BY LANDLORD.** Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within thirty (30) days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In no event shall Tenant have the right to terminate this Lease or offset any rent due as a result of Landlord's default and Tenant's remedies shall be limited to damages and/or an injunction.

23 **RECONSTRUCTION.** In the event the Premises are damaged by fire or other perils covered by insurance, Landlord agrees to repair same, and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall interfere with the business carried on by the Tenant in the Premises. If the damage is due to the fault or neglect of Tenant or its employees, there shall be no abatement of rent.

- 23.1 In the event the Premises are damaged as a result of any cause other than the perils covered by insurance, then Landlord shall repair the same, provided the extent of the destruction be less than ten (10) percent of the then full replacement cost of the Premises. In the event the destruction of the Premises is to an extent of ten (10) percent or more of the full replacement cost then Landlord shall

have the option: (1) to repair or restore such damage, this Lease continuing in full force and effect, but the rent to be proportionately reduced as hereinabove in this Article provided; or (2) give notice to Tenant at any time with sixty (60) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving such notice, this Lease shall terminate and all interest of the Tenant in the Premises shall terminate on the date so specific in such notice and the rent, reduced by a proportionate reduction, based upon the extent, if any, to which such damage interfered with the business carried on by the Tenant in the Premises, shall be paid up to date of said such termination

- 23.2 Notwithstanding anything to the contrary contained in this Article, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty occurs during the last twenty-four months of the term of this Lease or any extension thereof.
- 23.3 Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements, of any leasehold improvements, fixtures, or other personal property of Tenant.
- 23.4 In the event that the Premises are destroyed within the last six months of this Lease or during the Option Period, Landlord shall have the option to either repair the Premises or terminate this Lease. Landlord shall notify Tenant within thirty (30) days of the date that the Premises are destroyed, Landlord's decision whether to rebuild the Premises or terminate the Lease.

24 **EMINENT DOMAIN.** If more than twenty-five (25) percent of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right, at its option, within sixty (60) days after said taking, to terminate this Lease upon thirty (30) days written notice. If either less than or more than 25 of the Premises are taken (and neither party elects to terminate as herein provided), the rent thereafter to be paid shall be equitably reduced. If any part of the Office Building other than the Premises may be so taken or appropriated, Landlord shall within sixty (60) days of said taking have the right at its option to terminate this Lease upon written notice to Tenant. In the event of any taking or appropriation whatsoever, Landlord shall be entitled to any and all awards, payments and/or settlements which may be given, including any compensation for the goodwill of Tenant's business, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.

25 **PARKING.**

- 25.1 **Parking Spaces.** Tenant has not been assigned any specific parking spaces
- 25.2 **General Parking Provisions.** Landlord shall at all times have the right and privilege of determining the nature and extent of the parking facilities and of making changes thereto from time to time which in its opinion are deemed to be desirable and for the best interest of all persons using the same, including the location and relocation of driveways, entrances, exits, automobile parking spaces, the direction and flow of traffic, installation of prohibited areas, and all other facilities thereof.
- 25.3 Landlord shall have the right to establish, and from time to time change, alter or amend, and to enforce against Tenant and the other users of the parking facilities, such rules and regulations (including the exclusion of employees' parking therefrom) as Landlord in its sole discretion deems are necessary or advisable for the proper and efficient operation and maintenance of the parking facilities. The rules and regulations provided may include, without limitation, the hours during which the parking facility shall be open for use, the establishment of a system of validation or other type operation, including a system of charges against non-validated parking checks of users, and Tenant agrees to conform to and abide by all such rules and regulations in its use and the use of its customers with respect to the parking facilities.
- 25.4 Landlord may cause the parking facilities to be closed at any time and from time to time when reasonably deemed necessary by Landlord to avoid the acquisition by anyone of prescriptive rights therein. The parking facilities may also be closed from time to time for repairs, improvements, maintenance or by reason of matters beyond reasonable control of Landlord, including, but not limited to, labor disputes, governmental orders, civil unrest, and acts of God. No closure by Landlord pursuant

to Article 26 hereof shall be deemed a violation of this Lease by Landlord or give rise to any right on the part of Tenant to terminate this Lease or to recover damages from Landlord.

- 26.5 Landlord shall, at all times, have the right to designate where the Tenant's parking space(s) shall be located, and such locations may be changed from time to time, upon thirty (30) days' prior written notice. Landlord may from time to time, as often as Landlord deems desirable, upon thirty (30) days' prior written notice, change the nature of the parking spaces from reserved to unreserved, or vice versa.
- 26.6 Landlord shall not be responsible to or have any liability for any party parking on the Premises' parking facilities concerning any loss or damage which may be occasioned by or arising out of such parking, including but not limited to loss of property or damage to person from any cause whatsoever.
- 26.7 Tenant, in consideration of the parking privileges hereby conferred, waives any and all future claims of any kind or nature as against Landlord by reason of any acts, omissions or occurrences within the Premises' parking facilities and the driveway exits and entrances thereto. Tenant shall have no parking rights other than those set forth in Article 26.

27 **SIGNS.** Tenant may not affix or maintain upon the glass panes or supports of the show windows or within twelve (12) inches of any window or upon the exterior walls of the Premises any signs, advertising placards, names, insignia, trademarks or descriptive material, nor shall Tenant affix any sign to the roof. Tenant may, place one sign on the front door of the Premises in accordance with a design to be prepared by Tenant and approved in writing by Landlord and any other paragraph of this Lease that may relate to signs. Landlord may, at Tenant's cost, remove any item installed or maintained by Tenant that fails to comply with this paragraph. At termination of lease, Tenant shall remove its signs or Landlord shall remove at Tenant's cost.

28 **DISPLAYS.** Tenant may not display or sell merchandise or allow grocery carts or other similar devices within the control of Tenant to be stored or to remain outside the defined exterior walls and permanent doorways of the Premises. Tenant further agrees not to install any exterior lighting, amplifiers or similar devices or use in or about the Premises any advertising medium which may be heard or seen outside the Premises, such as flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts.

29 **AUCTIONS.** Tenant shall not conduct or permit to be conducted any sale by auction in, upon or from the Premises whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other insolvency proceeding.

30 **GENERAL PROVISIONS.**

30.1 **Plats, Riders, and Exhibits.** All plats, riders, exhibits and addendums, if any, affixed to this Lease are a part hereof.

30.2 **Waiver.** The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent occasion or of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such rent.

30.3 **Joint Obligation.** If there be more than one Tenant designated, the obligations hereunder imposed shall be joint and several.

30.4 **Marginal Headings.** The marginal headings and article titles to the Articles of this Lease are for convenience only and shall have no effect upon the construction or interpretation of any part hereof.

30.5 **Time.** Time is of the essence of this Lease and each and all of its provisions.

- 30.6 **Successors and Assigns.** The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, personal representatives and assigns of the parties hereto.
- 30.7 **Recordation.** Neither Landlord nor Tenant shall record this Lease, but a short form memorandum hereof may be recorded at the request of the Landlord.
- 30.8 **Quiet Possession.** Upon Tenant paying the rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire term hereof, subject to all the provisions of this Lease. However, nothing herein shall prevent Landlord from erecting any signs or billboards on or about the roof or other portions of the Office Building. Landlord also reserves the exclusive use of the exterior walls (other than the storefronts), the space above the interior surfaces of the ceilings, the roof, the airspace above the roof, the space below the floor slab, and the right to install, maintain, use, repair and replace pipes, ducts, conduits and wires in the space above the interior surfaces of the ceilings, below the finished floor and inside and along the demising walls of the Premises.
- 30.9 **Late Charges.** Tenant hereby acknowledges that late payment by Tenant to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult for Landlord to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any payment of rent due from Tenant is not actually received by Landlord or Landlord's designee within three (3) days after the amount becomes due, then a late charge of 6% of the amount due shall be additionally due as additional rent from Tenant to Landlord. Tenant shall pay said late charge to Landlord immediately after it becomes due. The parties agree that such late charge represents fair and reasonable estimate of the costs that Landlord will incur by reason of any such late payment by Tenant. 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 other rights or remedies granted hereunder. The late charge provisions of this paragraph shall apply each time any payment of rent due under this Lease remains due and unpaid by Tenant to Landlord for a period of three days after it becomes due. However, any delayed payment of a late charge shall not itself bear a late charge.
- 30.10 **Prior Understandings.** Tenant acknowledges that neither Landlord nor anyone representing Landlord has made statements of any kind whatsoever on which Tenant has relied in entering into this Lease, including, without limitation (a) warranties or representations that are not contained in this Lease concerning the physical condition or suitability for Tenant's use and business of the Premises or the Office Building, and (b) statements to the effect that any number of Tenants or any specific Tenant or Tenants will operate in the Office Building during the Lease term. Tenant further acknowledges that Tenant has made a thorough inspection of the Premises and the Office Building and has relied solely on Tenant's independent investigation and its own business judgment in entering into this Lease. Landlord and Tenant agree that: This Lease supersedes all prior and contemporaneous understandings and agreements; the provisions of this Lease are intended by them as the final expression of their agreement; this Lease constitutes the complete and exclusive statement of its terms; and no extrinsic evidence whatsoever may be introduced in any judicial proceeding contradicting this Lease. No provision of this Lease may be amended except by an agreement in writing Signed by the parties hereto or their respective successors in interest, whether or not such amendment is supported by new consideration.
- 30.11 **Inability to Perform.** This Lease and the obligations to Tenant hereunder shall not be affected or impaired because Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, civil unrest or any other cause beyond the reasonable control of Landlord.
- 30.12 **Partial Invalidity.** Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

- 30.13 **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.
- 30.14 **Choice of Law.** This Lease shall be governed by the laws of the State of California. In the event that any action or proceeding is brought under this Lease, the parties agree that Ventura County shall be the only location of proper venue.
- 30.15 **Attorney's Fees.** In the event any action or proceeding is brought by either party against the other to enforce or construe this Lease, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.
- 30.16 **Sale of Premises by Landlord.** In the event of any sale of the Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors-in-interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of Landlord under this Lease.
- 30.17 **Subordination, Attornment.** This Lease shall be subordinate to the lien of any present or future mortgage or deed of trust encumbering the Premises and to all advances made or to be made upon the security thereof, and upon request of Landlord, Tenant will in writing subordinate its rights hereunder to the lien of any mortgage or deed of trust to any bank, insurance company or other lending institution, now or hereafter in force against the Premises, and to all advances made or hereafter to be made upon the security thereof. In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the Landlord covering the Premises, Tenant shall, at the option of the purchaser, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease.
- 30.18 **Notices.** All notices and demands which may or are to be required or permitted to be given by either party on the other hereunder shall be in writing. All notices and demands by Landlord to Tenant shall be sent by United States Mail, postage prepaid, addressed to Tenant at the Premises or to such other place as Tenant may from time to time designate in a notice to Landlord. All notices and demands by Tenant to Landlord shall be sent by United States Mail, postage prepaid, addressed to Landlord at Landlord's address set forth herein, and to such other person or place as Landlord may from time to time designate in a notice to the Tenant.
- 30.19 **Estoppel Certificate.** Tenant shall at any time and from time to time, upon not less than three (3) days' prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect), and the date to which the rental and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of the Landlord hereunder, or specifying such defaults if any are claimed, and (c) setting forth the date of commencement of rents and expiration of the term hereof, and (d) setting forth any other accurate information concerning this Lease as requested by Landlord. Any such statement may be relied upon by the prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part. Tenant agrees to consent to and to execute immediately any amendment of this Lease that may be requested by a lender; provided that the term hereof shall not be changed and that the amount or proportionate share of rent, taxes, insurance or other charges shall not be increased or any of Tenant's rights decreased. If Tenant fails to consent to any such amendment, Landlord, at its option, may terminate this Lease on 30 days' notice to Tenant without liability to Tenant.
- 30.20 **Authority of Tenant.** If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with the bylaws of said corporation, and that this Lease is binding upon said corporation.


30.21 **Surrender of Premises.** Tenant shall peacefully surrender the Premises to Landlord upon the termination or expiration of the Lease in broom-clean condition and in as good condition as when Tenant took possession, except for (a) reasonable wear and tear, (b) loss by fire or other casualty, and (c) loss by condemnation. Concurrently therewith, Tenant shall remove all of Tenant's personal property from the Premises, Office Building, and surrounding common areas and promptly repair all damage to the Premises, Office Building and common areas caused by such removal. If Tenant abandons or surrenders the Premises, or is dispossessed by process of law or otherwise, any of Tenant's personal property left on the Premises shall be deemed to be abandoned, and, at Landlord's option, title shall pass to Landlord under this Lease as by a bill of sale. If Landlord elects to remove all or any part of such Tenant's property, the cost of removal, including repairing any damage to the Premises, Office Building or common areas, caused by such removal shall be paid by Tenant. At the termination or expiration of this Lease, Tenant shall immediately deliver to Landlord all keys to the Premises and the Office Building.

31 **DESCRIPTION OF LEASEHOLD IMPROVEMENTS BY TENANT.** All improvements shall be made by Tenant, and Tenant is accepting the Premises in its current condition. All plans and specifications, for work that Tenant desires, must be by licensed architect and must first be submitted to Landlord for Landlord's approval and/or Bell Canyon Architectural Committee approval. Any approval by Landlord must be in writing, prior to the commencement of any work. Landlord to have the right but not the obligation to inspect building work progress and verify that work meets all applicable codes, and Landlord's Standards. Tenant drawings shall include details and finishes of cabinetry, flooring, wall coverings, and furniture. All improvements made by Tenant shall be pursuant to Building Permits obtained and paid for by Tenant.

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

LANDLORD:

Bell Canyon Community Center, Inc.




Garrett Clancy, President

Date: 11/6/2023

TENANT:

Bell Canyon Community Service District



Gregory McHugh, Interim General Manager

Date: 11-6-2023