CAFETERIA LEASE AGREEMENT

Location of Leased Premises: Ronald Reagan State Building 300 South Spring Street Los Angeles, CA 90013	State File No.: TBD Project ID: 16293
Agency: Department of General Services Real Property No.: 9721 SPI No.: TBD	Lessee: [Lessee Name]

This Lease Agreement, hereinafter referred to as "Lease", dated May 28, 2026 for reference purposes only, by and between the State of California, acting by and through the Director of the Department of General Services (DGS), hereinafter collectively referred to as "State", and [Lessee Name], hereinafter referred to as "Lessee". State and Lessee may also be referred to as "Party" or "Parties".

R E C I T A L S:

WHEREAS, pursuant to Section 14670(a)(1) of the Government Code, the DGS with the consent of the State agency concerned, may Lease real property owned by the State for a period not to exceed five (5) years; and

WHEREAS, the DGS has under its jurisdiction certain real property located at 300 South Spring Street, Los Angeles, in the County of Los Angeles, State of California, commonly referred to as the Ronald Reagan State Building; and

WHEREAS, it is in the best interests of the State that such a lease be consummated between the State and Lessee on the terms and conditions herein contained;

NOW THEREFORE, the parties agree to the provisions that follow and are incorporated herein:

Section 1: Site Specific Provisions
Section 2: Building Specific Provisions
Section 3: Standard Provisions

SECTION 1 – SITE SPECIFIC PROVISIONS

WITNESSETH:

PROPERTY DESCRIPTION

1. State does hereby lease to Lessee, and Lessee hereby hires from State approximately square feet of interior building space, more commonly referred to as the kitchen, storage, and cleaning areas of the cafeteria, and non-exclusive use of the dining area, located at 300 South Spring Street, Los Angeles, County of Los Angeles, State of California, as outlined on the attached Exhibit "A" and Exhibit "A-1", hereinafter referred to as Premises, and the State-owned equipment as designated on the attached inventory list, referenced as Exhibit "B", all incorporated herein and by this reference, made a part hereof.

   Lessee shall have access to the common areas located on the first (1st) floor of the Premises, including the main building lobby and restrooms.

   On the second (2nd) floor of the Leased Premises, Lessee shall have access to the cafeteria dining area, kitchen, indoor dining areas, and a designated storage area.

   The cafeteria consists of the following components:

   - An existing food service cafeteria comprised of equipment, storage room, food prep areas, and service area which measures approximately 5,960 square feet (SF).
   - An exclusive dining area which measures approximately 7,578 SF.
     - The combined cafeteria area and exclusive dining area measures approximately 13,623 SF.

   The indoor dining areas shall remain open and accessible to all building employees and visitors at all times.

USE

2. Premises shall be used by Lessee during the term hereof for the purpose of preparing and providing food and food related services, and for no other purpose whatsoever. Lessee shall only provide non-alcoholic beverages during building business hours.

   The operation within the Premises will be the function and total responsibility of the Lessee and Lessee will abide by any rules established by the Facility Manager. Hours of business operations to begin no later than 7:00am and remain open at least through 3:30pm each day excluding Saturdays, Sundays, Holidays, or any other days the State is closed.

   At all times during the term of this Lease, Lessee shall comply fully with the applicable California Health and Safety Codes to include: Part 7 of Chapter 4, Retail Food Practices, California Retail Food Code, in addition to any local, City or County health requirements pertaining to food preparation and service.

RENT AND UTILITES

3. (a) Lessee shall make rental and utility payments for the Premises, monthly in advance, as follows:

   ______________________________________ and no/100 dollars ($.00)

   All payments are to be made to Department of General Services and must include the State's File Number. Payments are to be made directly to the following address:

   Department of General Services

SECTION 1 – SITE SPECIFIC PROVISIONS

Accounts Receivable 9th Floor L-TBD
PO Box 989053
West Sacramento, CA 95798-9053

(b) If State's utility costs increase, State shall pass on these increased expenses, at its option, to the Lessee with thirty (30) days' written notice.

(c) State shall not be liable to Lessee or third parties for failure to provide electricity due to rolling blackouts or other causes beyond State's control. Lessee shall comply with all reasonable conservation measures if any are required by State as a result of any current or future statewide energy crisis.

Lessee acknowledges that rent and past due rent shall be due and payable to State whether or not an actual invoice is sent by State or received by Lessee.

TERM

4. The term of the Lease shall be for five (5) years, commencing TBD and ending on TBD, with such rights of termination as may be hereinafter expressly set forth.

Lessee is allowed a period of TBD days prior to the actual start date of the Lease, as a "set-up" period with no rent consideration due State in order to properly install the necessary equipment to operate the business. All provisions of the Lease will be fully enforced during the "set-up" period. The Facility Manager must be notified to coordinate entry times for work to be performed.

EARLY TERMINATION

5. State and Lessee agree that either party may terminate this Lease at any time and for any reason during the term hereof by giving written notice to the other party, sixty (60) days prior to the date when such termination shall become effective. If Lessee fails to complete its move out within the notice period and remains on the Premises, additional rent shall be paid and prorated based on a 30-day month, and on the actual number of days Lessee occupies the Premises following the effective date of termination. State reserves the right to terminate the Lease immediately if safety and security are at risk and mutual resolution cannot be agreed upon.

Notice of termination must be given in accordance with the "Notices" provisions of this Lease.

PROPERTY INSPECTIONS

6. Lessee has visited and inspected the Premises, and it is agreed that the area described herein is only approximate in size and the State does not hereby warrant or guarantee the actual area included hereunder.

Lessee shall complete the Walk-through Checklist with the Facilities Manager to identify any damages to the Premises or equipment upon move-in and move-out.

LESSEE RESPONSIBILITIES

7. (a) Lessee will be responsible to provide a pleasant environment, including appropriate decorations and decor in all areas the Premises. Lessee will also maintain the Premises in a clean and sanitary condition as required to meet local, County and State Health Codes. Lessee will be responsible for cleaning the food preparation area each evening, including all walk-in freezers/refrigerators at its sole expense. Lessee agrees to keep the Premises in good order and condition as agreed in the Request for Proposal.

SECTION 1 – SITE SPECIFIC PROVISIONS

(b) Lessee shall provide flatware, plates, drinking glasses, napkins.

(c) Lessee shall also provide condiments to include salt, pepper, sugar, non-dairy creamer, catsup and mustard.

(d) Lessee shall provide all labor, equipment, materials, supplies, transportation, permits/licenses and any other facilities as necessary to support cafeteria Operations.

(e) Lessee shall properly bag all trash and dispose of it in trash containers and/or recycling containers provided by the State for Lessee's use. Lessee will also be responsible for the proper and timely disposal and/or recycling of the used and unwanted cooking oils/lard.

(f) Lessee must use food service packaging that are reusable, recyclable, or compostable that comply with Public Resources Code section 42370 et seq.

NOTICES

8. All notices or other communications required or permitted hereunder shall be in writing, with the State File Number L-TBD referenced, and sent by overnight courier, registered mail, certified mail or postage prepaid mail to the addresses set forth below. All such notices shall be deemed received on the date of delivery receipt or rejection to the address of the person to receive such notice if received Monday through Friday during business hours, so long as such day is not a State or Federal holiday or Saturday or Sunday then such notice shall be effective on the following business day.

Lessee: [Lessee Name]
Attn:
[address]
[City], CA [Zip]
Telephone:
Email:

State: Department of General Services
Real Estate Services Division
Lease Management Unit L-TBD
707 3rd Street, 5th Floor
West Sacramento, CA 95605
Telephone: (916) 375-4171
Email: leasemanagement@dgs.ca.gov

With Copies to: Ronald Reagan State Building
Attn: Office Building Manager
300 South Spring Street
Los Angeles, CA 90013
Telephone: (213) 897-0593
Email: elbert.gaddis@dgs.ca.gov

Notice of change of address or telephone number shall be given by written notice in the manner described in this section. Lessee is obligated to notice all State offices listed above and the failure to provide notice to all State offices shall constitute a lack

SECTION 1 – SITE SPECIFIC PROVISIONS

of notice. Nothing contained herein shall preclude the giving of any such notice by personal service

HOLDING OVER AND LEASE RENEWAL

9. Any holding over after the expiration of the term of this Lease with the consent of the State, expressed or implied, shall be deemed to be a tenancy only from month-to-month. During hold over, Lessee's rental rate shall, at the option of the State, be adjusted to be consistent with the most current established rental rate for the premises, payable on a monthly basis in advance. Said month-to-month tenancy shall be otherwise subject to all the terms and conditions of this Lease insofar as applicable.

State offers and Lessee accepts no assurance that the Premises or any other comparable space or facilities at the site described herein will be made available to Lessee beyond the term stated above or as said term is reduced as provided herein.

End of Section 1

SECTION 2 – BUILDING SPECIFIC PROVISIONS

FOOD SERVICE

10. Lessee will operate the business in accordance with the Federal Code and Regulations and to sell and dispense items listed generally agreed to in the original bid package.

    State will enforce that all other sales of food, including individual/units vending facilities and fundraising activity are prohibited, with exception of unbaked food items not meant to be consumed or baked on site such as raw cookie dough and unbaked pizzas, and no more than two (2) Food Events within a calendar year on the property owned, leased, occupied or controlled by the State. State will use its best efforts to allow participation from the Lessee if practical.

OPERATING EFFICIENCY PROCEDURES

11. All state agencies shall follow the Standard Operating Efficiency Procedures for managing energy usage in state-owned buildings and, as practical, in state-leased buildings.

    Facility managers shall work with employees and vendors to ensure that all equipment in employee kitchens, lunch rooms, and other shared spaces complies with the following:

    (a) Additions of new equipment must have a current ENERGY STAR rating, when available;

    (b) As practical, strive to replace refrigerators and equipment manufactured prior to 2000 with more efficient models;

    (c) Refrigerated beverage refrigerators and hot/cold water dispensers that are purchased, leased, or supplied by an outside vendor must be ENERGY STAR rated to the current version, when available;

    (d) All refrigeration units/cases with non-perishable items must comply with one of the following:

    - Have built-in low power modes for lighting and refrigeration, as applicable and described in ENERGY STAR program requirements for refrigerated beverage machines, version 3.0, section 3(B); or

    - The facility manager has installed an after-market occupancy sensor.

    (e) Coffee makers must shut off automatically;

    (f) Equipment must be regularly cleaned and maintained to optimize efficiency.

    Facility managers shall install power strips with timer settings and/or inexpensive, energy-efficient timers to turn off equipment during non-work hours (including paper shredders, lighted ambient snack vending machines, and hot/cold water dispensers). In implementation of this section, facility managers shall follow any applicable procurement guidelines established for such equipment.

SECTION 2 – BUILDING SPECIFIC PROVISIONS

VENDING MACHINES

12. Lessee will not be allowed to procure vending machines on the Premises. California Welfare and Institution Code, Article 5, authorizes the Director of the Department of Rehabilitation (DOR) to establish and procure Business Enterprise Program for the Blind (BEP) under the Randolph-Sheppard Act (20 USC Sec. 127 seq.) by which the DOR is authorized to establish vending facilities where feasible on any real property owned by the State.

RIGHT TO ENTER

13. During the term of this Lease, there shall be and is hereby expressly reserved to State and to any of its agencies, contractors, agents, employees, representatives or licensees, the right at any and all times, and any and all places, to temporarily enter upon said Premises for survey, inspection, or any other lawful State purposes.

LEASE MODIFICATION FEES

14. An administration fee may be assessed for any action originated by Lessee requiring lease administration or technical review staff work by State which result in an amendment to, or assignment of this Lease. To initiate such services, Lessee must submit a written request to State. The administration fee will be assessed at the prevailing rate in effect at the time the request is received.

    Lessee may be required to remit an administration review fee to the DGS address listed in the “Notices” Paragraph of this Lease. If the request is found to be complex or requires non-standard handling for administrative services, the transaction will be billed at the current DGS hourly rate for the actual additional hours required to complete the requested administrative review services.

ACCESS TO PREMISES

15. Access to the Building shall be through the main entrance of the building on the first floor or the side entrance door. Individuals using the Premises shall abide by all rules of the building.

REGULATION BY STATE

16. State shall have the full power and right to determine and regulate the operations of the Lessee insofar as they affect the operations, safety, and effective use of State activities conducted at the same location.

    (a) All contractors, agents, employees, representatives, or licensees of the Lessee shall be subject to the rules and regulations of the State as they relate to conduct on the grounds, security, and general use of facilities. Lessee will conduct its operations in such a manner so as to minimize any interference with the activities associated with the building.

    (b) Lessee will comply with all building rules and regulations adopted by said authorities in charge. No article or material deemed by said authorities in charge to be considered as contraband shall be brought on said real property. Contraband includes, but is not limited to, possession or use of firearms, explosives, edged weapons, and restricted controlled substances.

    Any willful violation of said rules and regulations are grounds for immediate termination of the Lease if not cured immediately.

SECTION 2 – BUILDING SPECIFIC PROVISIONS

EQUIPMENT AND IMPROVMENTS

17. Lessee shall be responsible for maintenance and repair of the provided fixtures and equipment not considered as the Premises as shown on the attached Exhibit "B". Lessee acknowledges that the equipment is fully operational and in good working condition prior to taking possession of the Premises.

    Notwithstanding any other provisions of this Lease, maintenance and repair of any additional equipment or materials added by Lessee shall be the sole responsibility of Lessee and shall be maintained and operated at Lessee's sole cost and expense.

    All improvements of Lessee, to include those considered as equipment, fixtures, supplies, or signs, either placed on or upon Premises, or those constructed by Lessee shall remain the property of Lessee and shall be removed by Lessee at the expiration or termination of tenancy.

    Should Lessee fail to remove such property, State may do so at the risk of Lessee, and all costs and expenses of such removal shall be paid by Lessee on demand. Lessee may with written permission from State abandon in place any and all said improvements, whereupon title to said improvements shall vest in the State.

ALTERATIONS AND IMPROVEMENTS

18. No signs will be permitted to be attached to the exterior or interior building surface, including window areas without prior written approval from the Building Manager. Upon prior written approval of the Building Manager, Lessee will be permitted to place temporary "A-frame" directional signs or such other approved signs in the lobby and dining room areas.

    No alterations to the Premises or construction of improvements shall be permitted until State has approved the complete plans and specifications for the project and scheduled a State inspector for construction phase.

    The plans shall be prepared by an architect registered by the State of California.

    Request for alterations or improvements shall not be unreasonably denied, provided submitted project plans comply with existing building certification standards. Capital alterations, additions or improvements will vest in State.

    Should alterations and repairs be approved by State, Lessee shall not suffer or permit any mechanics or other liens (or claims thereof) to be filed against the Premises or Lessee's leasehold interest therein or hereunder by reason of work, labor, services, or materials holding the Premises or any part thereof through or under Lessee.

    State shall have the right at all reasonable times to post and keep posted on the Premises any notices that State may deem necessary or advisable for the protection of State, and Premises from mechanics' liens. If any such liens or claims thereof shall at any time be filed against the Premises, Lessee shall cause the same to be discharged of record within forty-five (45) days after the filing date.

    In making any excavation or installation of equipment on the Premises or easement areas, Lessee shall make the same in such manner as will cause the least injury to the surface of the Premises.

SECTION 2 – BUILDING SPECIFIC PROVISIONS

REPAIR AND MAINTENANCE

19. State shall make all necessary repairs, maintenance, and replacement of the foundation, roof, and structural parts of the Premises; and all necessary repairs and replacement of the Premises' systems, including but not limited to plumbing, electrical, heating, ventilation, and air conditioning systems; except those repairs or replacement which become necessary as a result of the Lessee's negligent use or operation of the Premises.

    Scheduling of said repair and replacement may be subject to the availability of funding.

    Lessee is responsible for the regular cleaning and maintenance of the grease trap, hood and duct system to include the grill hood and dishwasher exhaust, if applicable, at Lessee's sole cost and expense at a minimum of twice a year.

    State shall make temporary emergency repairs at Lessee's expense if requested by Lessee and availability of personnel. Emergency repairs performed by State to the Premises will be invoiced to Lessee.

CONDITION OF PREMISES

20. Lessee accepts the Premises as being in good order, condition and repair, unless otherwise specified in writing and agrees that on the last day of the term, or in the event of sooner termination of this Lease, shall surrender up to State the Premises, along with all equipment listed on Exhibit "B" in the same condition as when received, reasonable wear and tear thereof and damage by acts of nature and normal use excepted.

LESSEE'S SECURITY

21. Lessee shall be responsible for the security of all equipment and Premises along with all persons within the property of Lessee.

    All employees of Lessee's operation are required to have a visible form of identification (ID Badge) of some form approved by the State, to be worn at all times. Lessee is responsible for the security of its employee identification cards and keys issued by State.

EMERGENCY PREPAREDNESS

22. Lessee agrees to be responsible for maintaining an emergency preparedness program for Lessee.

    Lessee shall not rely on State to provide food or supplies during a local or area wide disaster. State will, if time and material allow, assist Lessee during a disaster.

LESSEE GUARANTEES

23. Lessee hereby guarantees, for the term of this Lease any and all work or services performed by Lessee or Lessee's properly qualified or authorized agents, employees, and contractors, in order to accomplish the installation and/or maintenance of the facilities.

CUSTODIAL

24. State at State's sole cost and expense, during the term of this Lease shall furnish custodial services for the dining area and provide the following utilities and services to the Premises: electric, gas, sewer, water service, and trash pickup from identified locations.

    Lessee shall provide custodial services to the kitchen, storage areas and serving areas in accordance with LEED practices.

SECTION 2 – BUILDING SPECIFIC PROVISIONS

The dining area of the cafeteria shall be maintained by the Lessee at all times during kitchen operation hours as posted. The building management will be responsible for all clean-up of this space when utilized during non-operational hours of the kitchen.

PEST CONTROL

25. Lessee, its agencies, contractors, agents, employees, representatives, or licensees shall focus to eliminate or reduce sources of food, water, and harborage that are available to pests and limit pest access.

    State will provide pest control to the building pursuant to the contract between State and contracted vendor. In the event the leased Premises is in need of additional Pest Control due to actions of the Lessee, Lessee will notify the Building Manager's Office and coordinate service with the State contracted vendor. Lessee will pay for Pest Control services at its sole cost and expense relating to Pest Control arising from the activities on the Premises which has been determined by the State contracted vendor to draw pests.

TELEPHONE

26. Lessee shall provide for separate telephone installation and service at Lessee's sole cost and expense. To include internet or point of sale services.

PARKING

27. Any request for parking must be arranged through the Office of Fleet and Asset Management at (844) 832-5423, dgsofamparking@dgs.ca.gov.

    Parking will be at the prevailing rate if available, and there are no guarantees or representation made as to availability or cost of parking.

End of Section 2

SECTION 3 – STANDARD PROVISIONS

PERMITS AND APPROVALS

28. State and Lessee agree that Lessee's ability to use the Premises is dependent upon Lessee obtaining all of the certificates, permits, licenses, and other approvals that may be required from any third party. State will cooperate with Lessee, if at no expense to State, in Lessee's effort to obtain such approvals in connection with said permits, licenses or other approvals.

DEFAULT

29. Lessee shall make all payments to State without deduction, default or delay (except for offsets explicitly allowed hereunder). In the event of the failure of Lessee to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of Lessee or State to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from the non-defaulting party to the defaulting party of such default, this Lease may, at the non-defaulting party's sole discretion, be terminated.

    Notwithstanding the foregoing, if a non-monetary default may not be reasonably cured within such thirty (30) day period and the defaulting party commences to cure such default within the thirty (30) day period, then the time to cure may be extended through writing signed by both parties, to a time frame and deadline mutually agreeable to the parties. So long as the defaulting party diligently prosecutes the cure to completion under the mutually agreed upon extended deadline, then this Lease may not be terminated under this Clause. However, if the defaulting party operates with unreasonable delay in curing the default or otherwise does not cure within the mutually agreed upon time frame, the non-defaulting party may terminate immediately.

    In the event of termination of this Lease, it shall be lawful for State to reenter into and upon the Premises and every part thereof and to remove and store at Lessee's expense all property therefrom and to repossess and occupy the Premises. In the event State terminates this Lease pursuant to this Paragraph, the State shall not be required to pay Lessee any sum or sums whatsoever.

COMPLIANCE WITH LAWS

30. Lessee shall at its sole cost and expense comply with all the statutes, laws, ordinances and regulations of all municipal, state and federal authorities now in force or which may hereafter be in force pertaining to the Premises and use of the Premises as provided by this Lease.

FAILURE TO PERFORM

31. In the event of the failure, neglect, or refusal of Lessee to do, or perform work, or any part thereof, or any act or thing in this Lease provided to be done and performed by Lessee, State will, at its option, have the right to do and perform the same, and Lessee hereby covenants and agrees to pay State the cost thereof on demand.

ASSIGNMENT, SUBLETTING AND CHANGE IN USE

32. Lessee shall not transfer or assign ("assign" shall include any transfer of any ownership interest in the Lease by Lessee or by any partner, principal, or controlling stockholder, as the case may be, from the original Lessee) this Lease, and shall not sublet, license, permit or suffer any use of the Premises or any part thereof without first obtaining the written consent of State, which consent is at the sole discretion of State.

SECTION 3 – STANDARD PROVISIONS

RIGHTS RESERVED BY STATE

33. (a) State reserves the right to use the real property involved (not including real property installed, erected or constructed by Lessee) in any manner, including but not limited to the right to construct, place, maintain, use, operate, repair, replace, alter and move pipelines, conduits, culverts, ducts, fences, poles, electrical energy, power and communication lines, roads, sidewalks, to grant easements over, across, upon and under said real property, and the continuous right of ingress to and egress from any portion or portions of said real property in such manner as not to create any unreasonable interference with the exercise of the rights granted to Lessee.

(b) Any grant herein contained is subject to all valid and existing contracts, leases, licenses, easements, encumbrances and claims of title which may affect said facility.

(c) No priority or other rights will attach to the use of any space in State's building or on said facility.

ACTS OF NATURE

34. If any of Lessee's improvements or equipment are destroyed by acts of nature, Lessee may replace them with improvements or equipment of the same general type that meets or exceeds the technical specifications of the original equipment, which occupies no more physical space and that consumes no more electrical power. Lessee shall immediately notify State of such items and the date the replacement is completed.

AUDIT

35. Lessee agrees that DGS, California State Auditor, or their designated representative shall have the right to review and to copy any of Lessee's non-redacted records and supporting documentation pertaining to the performance of this Lease. In the event State discovers any irregularities in Lessee's revenue statements Lessee shall bear all costs associated with said audit.

Lessee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment. Lessee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Lessee agrees to include in any sublease a similar right of the State to audit records and interview Sublessee related to any performance of this Lease.

State may audit Lessee's accounting books at any time upon reasonable request. Further to the extent Lessee provides State with proprietary information, State will hold it in the strictest confidence, and will return it when it is no longer necessary to support any audit exceptions.

Lessee understands the State is subject to the Public Records Act.

HAZARDOUS SUBSTANCE

36. Lessee agrees that it shall comply with all laws, federal, state, or local, existing during the term of this Lease pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

(a) In the event State or its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of Lessee's illegal use, storage, transportation, or disposal of any

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hazardous substance, including any petroleum derivative, Lessee shall indemnify, defend, and hold harmless any of these individuals against such liability.

(b) Where Lessee is found to be in breach of this Paragraph due to the issuance of a government order directing Lessee to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by Lessee or any person acting under Lessee's direct control and authority, Lessee shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by State in connection with or in response to such government order.

VACTING PREMISES

37. Lessee shall, on the last day of said term or sooner termination of this Lease, peaceably and quietly leave, surrender, and yield up to State, the Premises in good order, condition, and repair, reasonable use and wear thereof and damage by acts of nature, excepted.

Lessee will schedule and perform a walkthrough with the Facilities Manager to be sure the space is left in acceptable condition and all equipment in Exhibit "B" is in working condition. If any equipment is not in working condition upon vacating the Premises, Lessee shall be responsible for the repair of such equipment, or State will have the equipment repaired at the sole cost of Lessee.

RECOVERY OF LEGAL FEES

38. If action is brought by State for recovery of any rent due under the provisions hereof or for any breach hereof, or to restrain the breach of any agreement contained herein, or for the recovery of possession of said Premises, or to protect any rights given to State against Lessee, and if State prevails in such action, Lessee shall pay to State such amount in attorney's fees in said action as the court shall determine to be reasonable, which shall be fixed by the court as part of the costs of said action.

AMERICANS WITH DISABILIITIS ACT; UNRUH CIVIL RIGHTS ACT; DISABLED PERSON ACT

39. Lessee shall comply with all federal requirements established under 28 Code of Regulations, Part 36, Americans with Disabilities Act, and with all California State requirements established under Civil Code section 51 et seq., Unruh Civil Rights Act and Civil Code section 54 et seq., Disabled Persons Act, in order to make programs accessible to all participants and to provide equally effective communications.

By signing this Lease, Lessee assures State it complies with the Federal and State statutes described above, prohibiting discrimination on the basis of disability. Lessee also assures State it complies with any applicable regulations and guidelines issued pursuant to the Federal and State statutes described above.

TAXES, ASSESSMENTS AND POSSESSORY INTEREST

40. Lessee agrees to pay all lawful taxes, assessments or charges that at any time may be levied upon any interest in this Lease.

It is understood that this Lease may create a possessory interest subject to property taxation and Lessee may be subject to the payment of property taxes levied on such interest.

NON-DISCRIMINATION

41. (a) In the performance of this License, the Lessee shall not discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability

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(including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, sex, sexual orientation, use of family care leave, or any other State, Federal or local laws. Lessee shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment.

(b) Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(c) Lessee shall comply with the provisions of the Fair Employment and Housing Act (Government Code (GC) Section 12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.).

The applicable regulations of the Fair Employment and Housing Commission implementing GC Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Lease by reference and made a part thereof as if set forth in full. Lessee shall give written notice of its obligations under this clause to any labor organizations with which they have collective bargaining or other agreement.

Further, Lessee shall post in conspicuous places available to employees and applicants for employment, notices to be provided by State setting forth provisions of this Fair Employment Practices Section. (GC, Section 12920-12994).

Remedies for Willful Violations:

(1) State may determine a willful violation of the Fair Employment Practices provision to have occurred upon the receipt of a final judgment having that effect from a court in an action to which Lessee was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that Lessee has violated the Fair Employment Practices Act and has issued an order pursuant to the appropriate provisions of the GC.

(2) State will have the right to terminate this Lease, and any loss or damage sustained by State by reason thereof will be borne and paid for by Lessee.

INSURANCE

42. Prior to or at Lease execution Lessee shall furnish to the State a certificate of insurance, with State's File Number indicated on the face of said certificate or endorsements, issued to State with evidence of insurance as follows:

<u>COMMERCIAL GENERAL LIABILITY</u>

Lessee shall maintain general liability coverage with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate annually for bodily injury and property damage liability combined and Fire Legal Liability of at least $500,000.

The policy shall include coverage for liabilities arising out of the Premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract.

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The policy must include State of California, their officers, agents, and employees as additional insureds, but only insofar as the operations under the Lease are concerned. Additional insured endorsement must be provided with the certificate of insurance.

AUTOMOBILE LIABILITY

Lessee shall maintain motor vehicle liability with limits of not less than $1,000,000 per accident for bodily injury and property damage. The State of California and Department of General Services are to be additional insureds with respect to liability arising out of all vehicles owned, hired and non-owned. The additional insured endorsement must be provided with the certificate of insurance.

WORKERS' COMPENSATION

Lessee shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Lease, including special coverage extensions where applicable. Employer's liability limits of $1,000,000 shall be required, and the policy shall include a waiver of subrogation in favor of the State of California.

The waiver of subrogation endorsement must be provided with the certificate of insurance.

GENERAL REQUIREMENTS

Lessee shall ensure that the following general requirements are met:

a. Insurance Companies must be acceptable to DGS, Office of Risk and Insurance Management.

b. Coverage needs to be in-force for complete term of this Lease. If insurance expires during the term of the Lease, a new certificate must be received by State within thirty (30) days of the expiration date of the existing policy. This new insurance must still meet the terms of the original contract.

c. Lessee shall notify State within five business days of Lessee's receipt of any notice of cancellation or non-renewal of any insurance required by this lease.

d. Lessee is responsible for any deductible or self-insured retention contained within the insurance program.

e. In the event Lessee fails to keep in effect at all times the specified insurance coverage, State may, in addition to any other remedies it may have, terminate this Lease upon the occurrence of such event, subject to the provisions of this Lease.

f. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by State.

g. If Lessee is self-insured in whole or in part as to any of the above-described types and levels of coverage, Lessee shall provide State with written acknowledgment of this fact at the time of the execution of this Lease. State may require financial information to justify Lessee's self-insured status. If, at any time

SECTION 3 – STANDARD PROVISIONS

after the execution of this Lease, Lessee abandons its self-insured status, Lessee shall immediately notify State of this fact and shall comply with all of the terms and conditions of this Insurance clause pertaining to policies of insurance in regard to those types and levels of insurance.

h. It is agreed that State shall not be liable for the payment of any premiums or assessments on the required insurance coverage.

FIRE AND CASUALTY DAMAGES

43. State will not keep improvements which are constructed or installed by Lessee under the provisions of this Lease insured against fire or casualty, and Lessee shall make no claim of any nature against State by reason of any damage to the business or property of Lessee in the event of damage or destruction by fire or other cause, arising other than from or out of negligence or willful misconduct of agents or employees of the State in the course of their employment.

HOLD HARMLESS INDEMNIFICATION

44. This Lease is made upon the express condition that the State of California is to be free from all liability and claims for damages by reason of any injury to any person or persons, including Lessee, or property of any kind whatsoever and to whomsoever belonging, including Lessee, from any cause or causes whatsoever while in, upon, or in any way connected with the Premises during the term of this Lease or any occupancy hereunder, holdover periods or any other occupancy of the Premises by Lessee, except those arising out of the sole negligence or willful misconduct of State, its employees, agents, and invitees.

Lessee agrees to defend, indemnify, and save harmless State from all liability, loss, cost or obligation on account of or arising out of any such injury or loss, however occurring.

DEBT LIABILITY DISCLAIMER

45. State, including but not limited to the State's General Fund or any special self-insurance programs, is not liable for any debts, liabilities, settlements, liens or any other obligations of Lessee, its heirs, successors or assigns.

State, its agencies, and divisions will not be liable for and will be held harmless by Lessee for any claims or damages associated with any contract, tort, action or inaction, error in judgment, act of negligence, intentional tort, mistakes, or other acts taken or not taken by Lessee, its employees, agents, invitees, guests or anyone acting in concert with or on behalf of Lessee.

Lessee shall defend the State of California and its agencies, departments and divisions from any claims, actions, lawsuits, administrative proceedings or damages associated with any contract, tort, action or inaction, error in judgment, act of negligence, intentional tort, mistakes, or other acts taken or not taken by Lessee, its employees, agents, invitees, guests, or anyone acting in concert with or on behalf of Lessee.

LOSSES

46. State will not be responsible for losses or damage to personal property, equipment or materials of Lessee and all losses shall be reported to State immediately upon discovery.

RELOCATION

47. (a) In the event State terminates this Lease pursuant to its terms, Lessee acknowledges and agrees that it has no claim against State for Relocation Payments, Relocation Advisory Assistance, or costs pursuant to Government

SECTION 3 – STANDARD PROVISIONS

Code sections 7260 et seq., or any regulations implementing or interpreting such sections.

Lessee further agrees that it has no claim in either law or equity against State for damages or other relief should the Lease be terminated pursuant to its terms and waives any such claims it may have.

(b) In the event subleasing, under the terms of this Lease, is permitted, Lessee shall incorporate this Paragraph into the sublease. Failure to do so may obligate Lessee for damages and costs resulting from claims for relocation payments by Lessee.

(c) The location of the Premises to be used by Lessee for the purpose of this Lease may be changed as required by the State in the event of circumstances arising to warrant such a change. Lessee agrees to accept another functionally equivalent location within the facility grounds within which to operate under the same general provisions of this Lease.

In the event State is unable to relocate Lessee within the facility grounds, State, upon reasonable notice, may require Lessee to leave State premises. Reasonable notice is defined herein as to be at least thirty (30) days.

SMOKING RESTRICTIONS

48. Per Government Code 7597, Smoking shall not be allowed inside any building, or within twenty (20) feet of any entrance or operable window of any building.

Lessee, its employees, invitees, or patrons shall compensate and reimburse State the cost of damage and destruction of any such fire caused by Lessee, its employees, invitees, contractors, or patrons, including State's out-of-pocket expenses for same.

RECORDING

49. Lessee shall not record this Lease or a short form memorandum thereof. Any such recordation will, at the option of State, constitute a non-curable default by Lessee hereunder.

AUTHORITY TO CONTRACT

50. (a) Each individual executing this Lease on behalf of said Lessee shall provide evidence, which is acceptable to the State, that he/she is duly authorized to execute and deliver this Lease on behalf of said Lessee in accordance with a duly adopted resolution of the Board of Directors or in accordance with the Bylaws of said Board, and that this Lease is binding upon said Board of Directors in accordance with its terms.

(b) In addition, prior to the execution of this Lease, Lessee shall provide State with a copy of Lessee's current bylaws and corporate filing status as filed with the California Secretary of State if requested.

PARTNERSHIP DISCLAIMER

51. Lessee its agents and employees shall act in an independent capacity and not as officers or employees of State. Nothing herein contained will be construed as constituting the parties herein as partners.

MINERAL RIGHTS

52. Lessee agrees not to interfere, in any way, with the interests of any person or persons that may presently, or in the future, old hold oil, gas, or other mineral

SECTION 3 – STANDARD PROVISIONS

interests upon or under said Premises; nor shall Lessee, in any way, interfere with the rights of ingress and egress of said interest holders.

BANKRUPTCY

53. In no event shall this Lease or the leasehold estate become an asset of Lessee in bankruptcy, receivership or other judicial proceedings. Lessee shall be in default under this Lease and the provisions of the "Default" Paragraph hereof shall apply in the event of any of the following: (a) Lessee becomes insolvent or makes an assignment for the benefit of creditors; (b) a petition in bankruptcy is filed by or against Lessee; (c) a writ of execution is levied against this Lease or the leasehold estate; (d) Lessee abandons or vacates or does not continuously occupy or safeguard the Premises.

AMENDMENTS AND MODIFICATIONS

54. No amendment, modification, or supplement to this Lease shall be binding on either party unless it is in writing and signed by the party to be bound by the modification.

Notwithstanding anything herein contained to the contrary, this Lease may be terminated, and the provisions of the Lease may be altered, changed, or amended by mutual consent of the parties hereto in writing.

FORCE MAJEURE

55. If either Lessee or State will be delayed or prevented from the performance of any act required hereunder by reason of acts of Nature, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Lease) or other cause without fault and beyond the control of the party obligated (except financial inability), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Nothing in this Paragraph shall excuse Lessee from prompt payment of any rent, taxes, insurance or any other charge required of Lessee, except as may be expressly provided in this Lease.

WAIVER

56. If State waives the performance of any term, covenant or condition contained in this Lease, such waiver shall not be deemed to be a waiver of that or any subsequent term, covenant or condition.

Failure by State to enforce any of the terms, covenants or conditions of this Lease for any length of time shall not be deemed to waive or decrease State's right to insist thereafter upon strict performance by Lessee.

Waiver by State of any term, covenant, or condition contained in this Lease may only be made by a written document properly signed by an authorized State representative.

CEQA

57. Any physical changes made to the improvements by Lessee, or its agents, shall comply with the California Environmental Quality Act (CEQA).

ENTIRE AGREEMENT

58. This Lease and its exhibits constitute the entire agreement between State and Lessee. No prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding.

SECTION 3 – STANDARD PROVISIONS

PARAGRAPH HEADINGS

59. All Paragraph headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

SEVERABILITY

60. If any term, covenant, condition, or provision of this Lease or any application thereof, to any extent, is found invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of this Lease will not be affected thereby and will be valid and enforceable to the fullest extent permitted by law.

SEPARATE COUNTERPARTS

61. This Lease may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. The exchange of copies of this Lease and of signature pages by electronic mail in "portable document format" ("pdf") form or by any other electronic means shall constitute effective execution and delivery of this Lease. In the event the Lease is executed by wet ink signatures, the original signatures shall also be exchanged between the parties via mail, in addition to any exchange via electronic means.

SUPERSEDURE

62. This Lease supersedes and voids any prior license, lease or agreement of any kind between State and Lessee identified in this Lease with regards to the Premises.

BINDING

63. The terms of this Lease and covenants and agreements herein contained shall apply to and shall bind and inure to the benefit of the heirs, representatives, assigns and successors in interest of the parties hereto.

ESSENCE OF TIME

64. Time is of the essence for each and all of the provisions, covenants and conditions of this Lease.

EXECUTIVE ORDER N-6-22 – RUSSIAN SANCTIONS

65. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

End of Section 3

IN WITNESS WHEREOF, this Lease has been executed by the parties hereto as of the date written below.

STATE OF CALIFORNIA

APPROVED:

DIRECTOR OF DEPARTMENT OF
GENERAL SERVICES

By:____________________________
Trevor Johnson, Manager
State Owned Leasing and Development

APPROVAL RECOMMENDED:

STATE OWNED LEASING AND
DEVELOPMENT

By:____________________________
Jessica Leach-Simon
Associate Real Estate Officer

LESSEE:

[Lessee Name]

By:____________________________

CONSENT:

DEPARTMENT OF GENERAL SERVICES,
RONALD REAGAN STATE BUILDING

By:____
Elbert “Wayne” Gaddis
Facility Manager

DEPARTMENT OF GENERAL SERVICES,
HEADQUARTERS

By:____
Paul Dixon
Deputy Director
Facilities Management Division

Exhibit “A” - Site Map

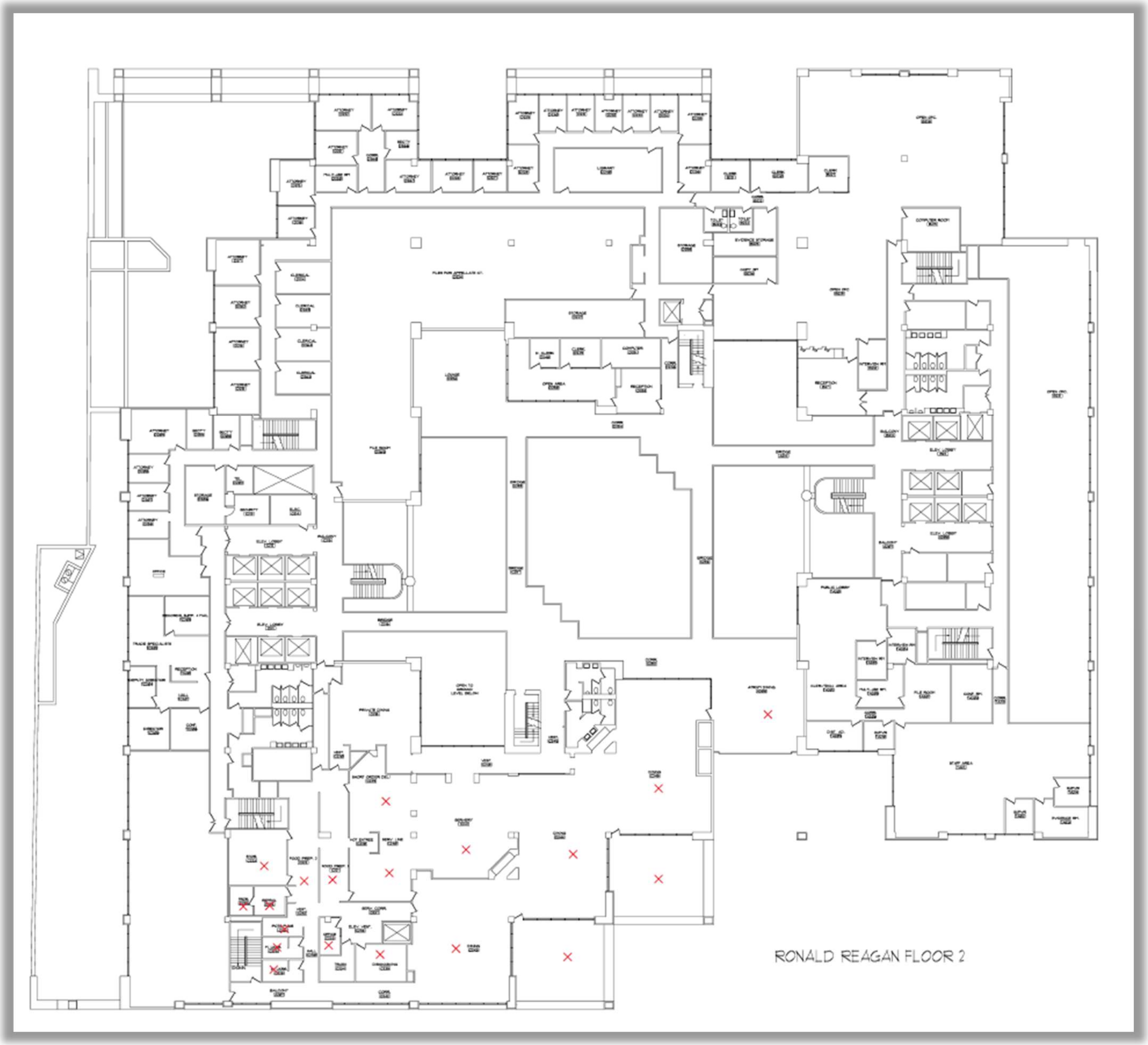
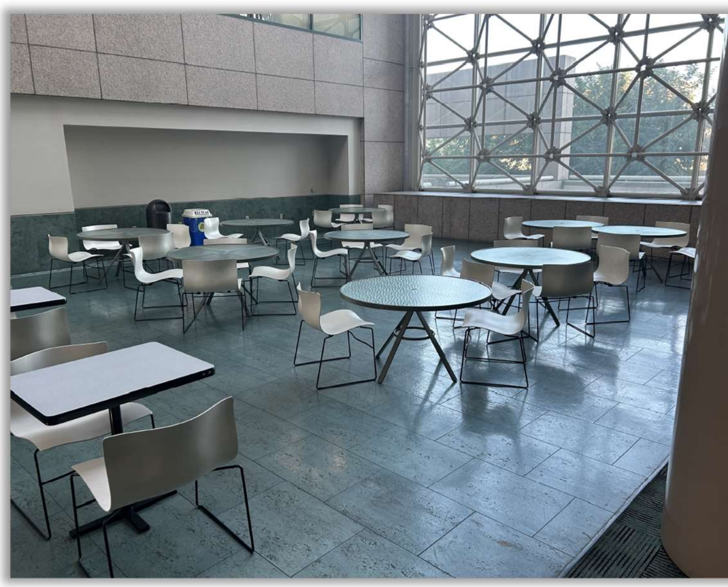


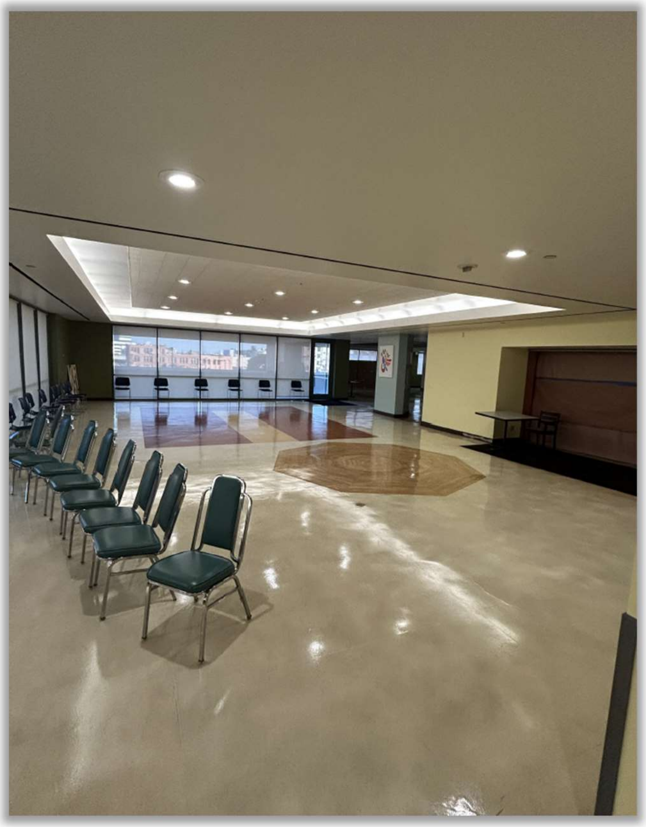
Exhibit “A-1” - Photos of Leased Premises

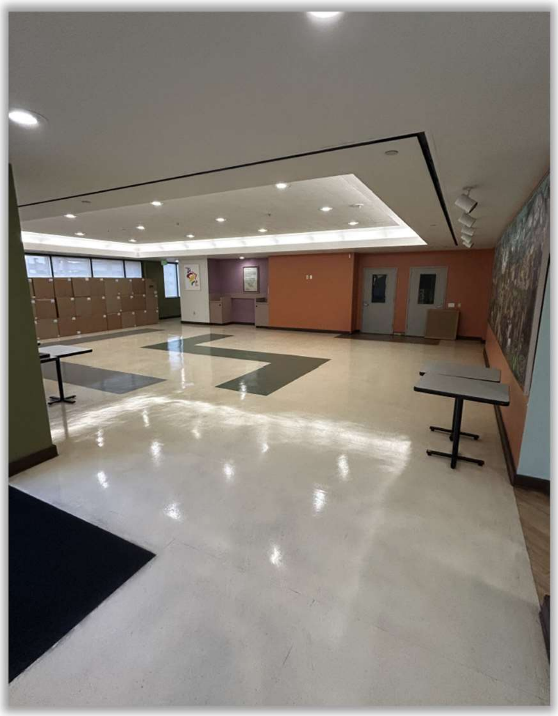

EXIT


Cafe


EXIT








MAXIMUM
CAPACITY
OF THIS ROOM
340
PERSONS

Exhibit “B” - State Owned Provided Equipment

SERIAL	**DESCRIPTION**	**MFGR**	**MODEL**
	REACH IN REFRIGERATOR	TRUE	
	WALK-IN COOLER	BALLY	
	WALK-IN FREEZER	BALLY	
R315667	FIRE SUPPRESSION SYSTEM	ANSUL	
	COLD PAN MODULE		
	COUNTER		
	STAND	CUSTOM	
	STAND	CUSTOM	
	SNEEZE GUARD	CUSTOM	
	SNEEZE GUARD	CUSTOM	
	COUNTER	CUSTOM	STAINLESS ST
	COUNTER	CUSTOM	STAINLESS ST
	COUNTER	CUSTOM	
	COUNTER	CUSTOM	
	COUNTER	CUSTOM	
	SINK		1 COMPARTMENT
	SINK		1 COMPARTMENT
	SINK		1 COMPARTMENT
	SINK		1 COMPARTMENT
	SINK		DOUBLE COMPARTMENT
	SINK		DOUBLE COMPARTMENT
	HANDWASHING SINK		1 COMPARTMENT
	WASTE/TRASH RECEPTACLE	CUSTOM	
	WASTE/TRASH RECEPTACLE	CUSTOM	
	WASTE/TRASH RECEPTACLE	CUSTOM	
	WASTE/TRASH RECEPTACLE	CUSTOM	
	WASTE/TRASH RECEPTACLE	CUSTOM	
	WASTE/TRASH RECEPTACLE	CUSTOM	
	FURNITURE - TABLES		
	FURNITURE- CHAIRS		
	DISHWASHER	STERO	
	FOOD PREP COUNTER		
	FOOD PREP COUNTER		
	FOOD PREP COUNTER		
	SERVING COUNTER WITH FOOD WARMER	WELLS	
	SERVING COUNTER WITH FOOD WARMER	WELLS	
	SERVING COUNTER WITH FOOD WARMER	WELLS	