

**COMMERCIAL SPACE LEASE
LOCATED AT
1480 WILL S. GREEN AVENUE, COLUSA, CALIFORNIA***

THIS LEASE OF REAL PROPERTY ("Lease"), dated as of the latter of the Parties' signatures herein, is made and entered into by and between the City of Colusa, a Municipal Corporation ("Landlord"), and Front Row Builders, Inc (a California Corporation) / DBA SF Metalworks ("Tenant"). The Landlord and Tenant shall be described herein from time to time as a "Party," and collectively as the "Parties."

1. Recitals.

This Lease is entered into based upon the following facts, circumstances and understandings: City of Colusa, ("**Landlord**") is the owner of that certain parcel of improved real property of approximately forty-eight (48) acres in size and located at 1480 Will S. Green Avenue, Colusa, CA, (such parcel, together with all improvements thereon, and all appurtenant rights and easements, the "**Property**") attached hereto and incorporated herein by this reference.

2. Grant and Acceptance of Lease. Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by Tenant, does hereby lease to Tenant and Tenant hereby leases and takes from the Landlord the property described in in section 3 below and depicted in Exhibit "A" attached hereto, for Tenant's proposed use, subject to the following terms and conditions for the Term.

3. Leased Area.

- 3.1.** Landlord leases to Tenant and Tenant leases from Landlord the premises described as a portion of the building located at 1480 Will S. Green Avenue, Colusa, CA 95932 consisting of 18,206 square feet of interior space as depicted on the attached Exhibit A (including exterior space).
- 3.2.** The tenant has the option to include the additional square footage of leased premises at any time during the first five years of this lease at the current rent per square foot subject to all scheduled rent amounts and increases set forth in this lease provided tenant gives landlord 30 days advance notice to exercise this option for additional space, and adjacent space is still available.
- 3.3.** Tenant has also leased the fenced in yard area as part of the premises and as depicted on Exhibit B. The rent for the yard area is included in the rent charged pursuant to paragraph 5. Tenant shall pay for and be responsible for the clean-up of any contamination caused by Tenant's use of the storage yard. The yard area is currently a gravel surface, and Tenant may install asphalt paving or other improvements to the yard area, provided Tenant complies with all applicable laws, rules, regulations and obtains all required government approvals and permits.
- 3.4.** Tenant acknowledges that the Landlord has made no representation or warranty regarding the condition of the Property except as specifically stated in this Lease.

- 3.5. Landlord represents to the Tenant that no hazardous materials or conditions exist on, in or near the Premises that would endanger the Tenant or Tenants employees health, nor affect the Tenants operations in any way.
- 3.6. Tenant has examined the Premises and acknowledges that the Premises are as is, in operative condition, and suitable for occupancy by Tenant.
- 3.7. Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.

4. Term; Commencement Date.

- 4.1. The provisions of this Lease are effective as of the Commencement Date.
- 4.2. Duration of Term: One (5) year term with Three (5) year extensions thereafter starting from the Commencement Date, subject to Term extensions as set forth in Section 4.4 below.
- 4.3. Commencement Date: The intended Commencement Date of this Lease is January 1st, 2025.
- 4.4. Lease Term Expiration Date: The lease Term shall expire at 5:00 pm Pacific Time on January 31st, 2030. The tenant will have the option to renew the Lease three (3) times under the conditions described in Section 5. The intention to renew shall be given in writing six (6) months before the end of the lease term. Any holding over after the term of this agreement expires, which requires Landlord's consent, shall create a month-to-month tenancy and may revert to market rate, at the sole discretion of the Landlord. Either party may terminate the holdover tenancy by giving written notice to the other at least thirty (30) days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.

5. Rent.

- 5.1. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except the security deposit.
- 5.2. The Parties agree that any tenant improvements that the Tenant performs on the City's behalf shall be deducted from any annual lease payment, provided a signed approval from the City authorizing the improvements. The following chart shows the tenant improvement cost rent credits to date and the schedule of lease payments going forward from the commencement date.

Amount	Description	Remaining Balance	Period
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	Tenant Improvement Costs for benefit of City	\$96,797.77	
\$12,693.60	Rent for 1st year (5,289 sq ft @ \$0.20/sq ft)	\$84,104.17	Oct. 21 to Oct. 22
\$12,693.60	Rent for 2nd year (5,289 sq ft @ \$0.20/sq ft)	\$71,410.57	Oct. 22 to Oct. 23
\$54,310.20	Rent for 3rd year (12,931 sq ft @ \$0.35/sq ft)	\$17,100.37	Oct. 23 to Oct. 24
\$54,310.20	Rent for 4th year (12,931 sq ft @ \$0.35/sq ft)		Oct. 24 to Oct. 25
\$4525.85	Rent for 11/1/2024	\$12,574.52	Nov. 24
\$4525.85	Rent for 12/1/2024	\$8,048.67	Dec. 24
\$4525.85	Rent for 1/1/2025	\$3,522.82	Jan. 25
\$62,068.80	Rent for 5th year (12,931 sq ft @ \$0.40/sq ft)		Oct. 25 to Oct. 26
\$1,200.00	Yard area (15,000 sq ft @ \$100/mo)		Incl in annual rent

5.3. Payment: Rent shall be paid to City of Colusa, 425 Webster St., Colusa, CA 95932, or at any other location specified by Landlord in writing to Tenant.

6. Late Charge; Interest; NSF Checks: Tenant acknowledges that either late payment of Rent or issuance of an NSF check may cause Landlord to incur costs and expenses, the exact amount of which are difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on the Landlord. If any installment of Rent due from Tenant is not received by the Landlord within five (5) calendar days after the date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, \$50.00 as the late charge, plus 10% interest per annum on the delinquent amount and \$5.00 as an NSF fee, any of which shall be deemed additional Rent. The Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs the Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fees due shall be paid with the current installation of Rent. The Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of the Tenant. The Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 5 or prevent the Landlord from exercising any other rights and remedies under this agreement, and as provided by law.

7. Permitted Uses.

- 7.1. The Premises are for the sole use as commercial and industrial purposes. Hours of operation may include 3 shifts for 24 hours per day of continuous operation.
- 7.2. No other use is permitted without the Landlord's prior written consent. If any use by the Tenant causes an increase in the premium on Landlord's existing property insurance, the Tenant shall be notified of said condition and given an opportunity to change or modify such use, or otherwise make the City whole for the increased insurance costs, within 90 days. Failure to cure the situation shall be a material breach of this lease.
- 7.3. The Tenant will comply with all Laws affecting its use of the Premises.
- 7.4. The Tenant shall be restricted from any access to or utilization of the groundwater under the Property for any purpose.
- 7.5. Ongoing Access to Property. During the Term of this Lease, the Tenant grants the Owner and Landlord the right of access, without escort and with 48 hours' notice to the Tenant, to, over, under and across the Property (including, if necessary, the existing building on the Property and any other improvements that may be constructed on the Property) and the Premises for its employees and agents during normal business hours, at no charge to the Owner or the Landlord as necessary or desirable for the Owner to conduct its environmental investigation, monitoring and remediation activities. Such grant of access shall allow the Owner and the Landlord to engage in any and all activities related to its environmental investigation, monitoring and remediation activities, including, but not limited to, drilling soil borings, installing groundwater monitoring wells, excavating contaminated soils, installing engineering control and remediation systems, including, by way of example only, soil or pavement covers and groundwater extraction. In exercising its use of the Property and Premises herein, the Owner and the Landlord agree to cooperate with any reasonable security or access control procedures utilized by the Tenant and further agrees not to unduly disturb or interfere with the business or other activities of Tenants engaged in industrial uses and operations within the building.

8. Tenant's Work, Maintenance, Repairs and Restoration.

- 8.1. The Tenant may undertake all necessary tenant improvements and install, place, use, modify, operate and remove on the Premises furniture, trade fixtures and related equipment ("FF&E") as the Tenant deems necessary for its business operations at the Premises.
- 8.2. Any improvements made by the Tenant, and all demolition, construction and installation work at the Premises, shall be performed at the Tenant's sole cost and expense and in a good and workmanlike manner, and in compliance with all applicable codes and governmental regulations.
- 8.3. The Tenant shall provide prior written notice to the Landlord at least five (5) business days before undertaking any demolition, construction, improvements, installation of signage, or change out of locks or security systems. Notwithstanding anything in this section to the contrary, no portion of the existing building or other improvements on the Property may be demolished, nor any alterations to the building structure, roof, HVAC system or electrical or plumbing systems, be made, without the Landlord's prior written

consent in each instance, which consent may not be unreasonably withheld, and which consent shall be given or denied within five (5) business days from receipt of a written request thereof from the Tenant or its agents or representatives. If no response is given by the Landlord within such five (5) business day period, such consent will be deemed given.

8.4. The Tenant shall maintain the Premises in neat and safe condition in compliance with all applicable codes and governmental regulations, including any and all security lighting or appliances installed. The Landlord at the Landlord cost will maintain, make repairs and/or make replacements to, (except as specifically modified by the Tenant's improvements) the primary building shell consisting of the exterior walls, foundation, roof, primary electrical feed to the Tenant's main power panel, or primary building water and wastewater systems or any other component thereof to ensure the integrity and serviceability of the aforementioned items. The Tenant acknowledges and agrees that all improvements made by the Tenant to facilitate the Tenant's operations are not within the Landlord's responsibility as stated in this section, shall be at the sole cost and expense of the Tenant both for initial improvements and ongoing maintenance and repair during the Term of this Lease. Any and all roof penetrations shall require the Landlord's expressed written consent and supervision, or at the Landlord's option, the Landlord shall utilize the Landlord's preferred contractor for roofing repairs necessary for the Tenant's equipment, and will invoice such costs to Tenant, which invoice shall be due and payable within ten (10) business days of receipt.

8.5. The Tenant, at the Tenant's expense, shall be required to make all repairs to the Premises due to damage caused by the Tenant, its agents or contractors.

8.6. Upon the expiration, cancellation or termination of this Lease, the Tenant shall surrender the Premises, together with all improvements and alterations, but not FF&E, installed during the Term by the Tenant, in good condition and repair, less ordinary wear and tear and casualty not caused by the Tenant, its agents or contractors. The Tenant shall not permit or suffer any mechanic's or materialmen's liens to be lodged against the Property or Premises and will defend, indemnify and hold harmless the Landlord from and against all claims, liabilities, costs and expenses associated with any such liens. Further, the Tenant and any applicable subtenant will post notices of non-responsibility or local equivalent with respect to any work performed on the Property or Premises indicating that the applicable work is being done by or under the Tenant and that the Landlord does not consent to the fee interest in the Property being subject to any liens or claims of a lien.

8.7. If the Tenant or its sublessees intend to excavate soils on the Property and relocate those excavated soils either elsewhere on the Property or to an off-site location, the Tenant shall give the Landlord at least thirty (30) days' notice prior to such excavation and cooperate with reasonable requests of the Landlord in connection with the management of such soils.

9. Title to Tenant's Facilities.

9.1. Title to FF&E placed on the Premises by the Tenant shall be held by and remain with the Tenant. All FF&E (as opposed to improvements, alterations and fixtures constituting

real property under applicable law) shall remain the property of the Tenant and are not fixtures. The Tenant, or any other lawful tenants or occupants of the Property, have the right to remove all FF&E at their sole expense on or before the expiration or termination of this Lease.

9.2. Any such FF&E not removed by the expiration of the Term shall be deemed abandoned and the Landlord may dispose of the same or arrange for its storage at Tenant's cost as required by law.

9.3. The Landlord acknowledges that the Tenant may enter into financing arrangements including promissory notes and financial and security agreements for the financing of FF&E (the "Collateral") with a third-party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith, the Landlord consents to the installation of the Collateral to the extent that the Collateral is part of the (i) approved FF&E; (ii) disclaims any interest in the Collateral, as fixtures or otherwise, whether arising at law or otherwise, including, but not limited to any statutory landlord's lien; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

10. Signs. Tenant signage will be in compliance with all applicable City codes and will be located where approved by permit application. The Tenant will be responsible for the maintenance of all Tenant installed signage. Signs shall be maintained in a manner so their appearance is in a substantially new condition, and shall not be allowed to fade or deteriorate in appearance. All Tenant signage must be removed within 30 days of termination or expiration of this Lease. If the Tenant signage is not removed within the 30 day time period, City may remove or cause the signage to be removed and the cost of such removal shall be invoiced to Tenant for payment within ten (10) days of receipt of the invoice.

11. Tenant Environmental Law Compliance and Indemnity.

11.1. The Tenant has made aware that Hazardous Materials Wastes have been previously discovered on the property and have been and are still being Monitored by an independent 3rd party. The Landlord represents to the Tenant that these Hazardous Materials Wastes are not a threat to the health and welfare of the Tenant and the Tenant's employees.

11.2. The Tenant shall not create, collect, or store, except in reasonable quantities directly related to Tenant's operations and in compliance with all laws and regulations for said storage, treat, dispose of or cause to be released or otherwise discharged any hazardous materials on the Property except in such minute quantities as are found in everyday cleaning supplies in compliance with environmental laws (capitalized terms are defined in Section 12.5 below) and shall notify the Landlord within forty eight (48) hours after discovering or being informed of the presence of any hazardous materials on the Property either in violation of environmental laws.

11.3. Except to the extent caused by the Landlord, Previous Owners or Tenants, or environmental conditions in the building or at the site existing prior to the occupancy by the Tenant, before vacating the Property, the Tenant shall clean up any releases of hazardous materials or environmental contamination by hazardous materials caused by the Tenant occurring on or migrating from the Property during the Term of this Lease and located on, under, or adjacent to the Property, wherever located, in accordance with the requirements of all environmental laws and to the Landlord's satisfaction and the Property shall remain in its cleaned-up condition through the time the Tenant vacates the Property. Should the Tenant not fulfill its obligations under this Section 13.2, the Tenant shall reimburse the Landlord for all such clean-up costs and shall indemnify the Landlord for all such costs and all other Indemnified Losses under Section 13.3 of this Lease. Should any activities on the Property during the Term by the Tenant or any of its agent, representative, successors, assigns or subtenants exacerbate or disrupt the Landlord's ongoing environmental investigation, monitoring, and remediation activities at the Property, the Tenant shall reimburse the Landlord for any and all additional costs created by the activities of the Tenant, any subtenant, or any of their respective agents, contractors, employees, invitees, successors and/or assigns and shall indemnify the Landlord for all such costs and all other Indemnified Losses under Section 13.3 of this Lease.

11.4. Notwithstanding any other provision of this Lease, the Tenant agrees to and does hereby defend, indemnify and hold harmless the Landlord, its directors, officers, shareholders, employees, representatives, agents, successors and assigns (each, an "Indemnified Party") from and against any and all Indemnified losses (as defined in Section 13.5) below) (including strict liability), which may now or in the future (whether during or after the Term) be paid, incurred or suffered by or asserted against the Landlord by any person or entity or agencies for, with respect to, or as a direct or indirect result of, (a) acts or omissions of the Tenant or any subtenant of the Tenant, and their respective agents, employees, directors, officers, shareholders, contractors, representatives, and/or invitees, on or in connection with the Property, (b) the spill, disposal or release of hazardous materials on, under, in or from the Property during the Term and not caused by the Landlord or any of its employees, agents or contractors and (c) any and all breaches of the covenants, representations and warranties set forth in this Section 13. The covenants and indemnifications contained in this Section 13 shall survive the expiration or other termination of this Lease.

11.5. In the event of any permitted sublease of the Property, or any part thereof, the Tenant shall include the Tenant obligations set forth in this Section 13 in all permitted subleases.

11.6. Definitions.

"Agencies" means any federal, state, or local governmental authorities, agencies, or other administrative bodies with jurisdiction over Landlord or the Property.

"Corrective Work" shall mean the cleanup, removal, relocation, elimination, remediation, encapsulation, disposal at a licensed facility or any other treatment of Hazardous Materials of or from all or any portion of (i) the Property or any other property owned and/or leased by Landlord (necessary to maintain or bring the

Property into compliance with Environmental Laws) and (ii) surrounding areas of the Property and/or any other property owned and/or leased by Landlord (necessary to maintain or bring the Property into compliance with Environmental Laws) and, to the extent thereby required, the reconstruction and rehabilitation of the Property or any other property owned and/or leased by Landlord performed by any person or entity, including, without limitation, Landlord, Tenant, any Indemnified Party, or any of their respective agents, contractors, subcontractors, employees and any governmental entity for any reason, including, without limitation, pursuant to any Environmental Laws. Corrective Work also includes all fees of consultants to investigate, identify, characterize, monitor and develop corrective action plans with respect to hazardous materials or any Corrective Work.

"Environmental Laws" means any federal, state, or local environmental, health, or safety-related laws, regulations, standards, court decisions, ordinances, rules, codes, orders, decrees, directives, guidelines, permits, or permit conditions, currently existing and as amended, enacted, issued, or adopted in the future that are or become applicable to the Landlord or the Property.

"Hazardous Material" means any chemical, substance, material, controlled substance, object, condition, waste, living organism, or combination that is or may be hazardous to human health or to the safety of the environment due to its radioactivity, flammability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness, or other harmful or potentially harmful properties or effects, including, without limitation, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms, or combinations that are now or become in the future listed, defined, or regulated in any manner by any Environmental Laws based upon, directly or indirectly, their properties or effects.

"Indemnified Losses" shall mean incurred and potential claims, damages, losses, liabilities, costs and expenses of Corrective Work, any other clean-up or response costs (which, without limitation, shall include costs to cause the Property to come into compliance with Environmental Laws), investigation costs (including fees of consultants, legal counsel and other experts in connection with any environmental investigation, testing, audits or studies), and any other incurred or potential obligations, penalties, fines, impositions, fees, levies, lien removal or bonding costs, claims, litigation, demands, causes of action (including, without limitation, any common law cause of action), liabilities, losses (including, without limitation, any reduction in the value of the Property), damages (expressly excluding any indirect or consequential damages), defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind and nature whatsoever (including, without limitation, attorneys' and experts' or other consultants' fees), including interest thereon.

12. Utilities.

12.1. Tenant Responsibility for Utilities. The Tenant shall pay directly to the relevant utility

all charges for electricity, waste collection, telephone and other communication services, utility deposits, and tap or connection charges for services requested. The Tenant shall pay to the Landlord water fees and charges, in the amount of \$48.14 per month, sewer service charges, in the amount of \$99.27 per month: tap or connection charges for services requested, metering fees or other charges paid by City for the Tenant. If any additional services requested by the Tenant result in sewer service charges, tap or connection charges for services requested, metering fees or other charges, the Tenant shall be responsible for paying such charges. The Landlord shall have no responsibility for any interruption in utility services. The Tenant agrees to promptly pay all charges and related expenses for such utilities as they become due, and all payments shall be made directly to the entity entitled to such payment. No interruption of utility service shall be construed as either a constructive or an actual eviction of the Tenant, nor work by the Tenant an abatement of Rent, nor relieve the Tenant from fulfilling any covenant or condition of this Lease.

12.2. **Landlord Responsibility for Utilities.** The Landlord will provide water and wastewater service to the site and building. The Tenant will pay their fair share as set forth above.

13. Maintenance Expenses and Responsibilities. The Landlord will maintain the building shell and roof, and the parking lot and storage yard area, except those areas of the parking lot and storage yard area specifically leased to the Tenant. The Tenant shall maintain all interior areas of the leased premises, all Tenant improvements installed by the Tenant, and the fenced yard area.

14. Taxes. The Tenant shall pay personal property taxes assessed against FF&E, and shall pay when due all taxes which may become due attributable to the Premises and this Lease. The Tenant shall pay all taxes prior to delinquency; in the event that taxes become delinquent, the Tenant shall pay all interest and penalties due and owing. The Landlord shall pay all real estate taxes and other taxes associated with the Property.

15. Fire or Other Casualty.

15.1. **Notice and Election to Repair.** In the event of a fire or other casualty at the Premises (including any casualty for which insurance coverage was not obtained or obtainable), the Tenant shall immediately notify the Landlord in writing. If, as a result of such fire or casualty, the Premises is damaged or destroyed, in whole or in part, so that the Tenant is not able to use the Premises to substantially the same extent and for substantially the same purposes as the Tenant used the Premises prior thereto, the Landlord will notify the Tenant in writing of the Landlord's intent to either (i) terminate this Lease, or (ii) restore or replace the damaged or destroyed portion of the Premises to substantially the same condition that existed immediately prior to such damage or destruction. In the event that the Landlord elects to repair the Premises and such repairs will take in excess of six months to complete, the Tenant shall, within fifteen (15) calendar days after receipt of Landlord's election to repair, give the Landlord written notice of either (i) the Tenant's acceptance of the Landlord's proposal or (ii) the Tenant's election to terminate this Lease. In the event that the Tenant fails to give notice of acceptance or rejection of the Landlord's proposal within said 15-day period, the Tenant shall be deemed to have accepted the proposal. The Landlord's repair and restoration obligation shall be limited to insurance proceeds made available for

such purpose and to returning the damaged portion of the Premises to the condition existing immediately prior to such damage.

- 15.2. **Rental Abatement During Construction.** If the Premises is to be repaired pursuant to Section 16.1, then, during such time as the Premises, or any portion thereof are being repaired, the Rent shall be proportionately abated as follows: the Rent for the period during which the Premises is being repaired shall be equal to the Rent multiplied by the ratio of (i) the net rentable area of the Premises that the Tenant is able to use to substantially the same extent and for substantially the same purposes as the Tenant used such space in the Premises prior to such damage or destruction to (ii) the total net rentable area of the Premises prior to such damage or destruction. If the decision is made to restore or replace the damaged or destroyed portions of the Premises, this Lease shall continue in full force and effect in accordance with the terms hereof, except for the Rent abatement referred to above (if applicable), and except that all other obligations of the Tenant hereunder shall likewise be abated and that the Term shall be extended by a length of time equal to the period beginning on the date of such damage or destruction and ending upon completion of such restoration or replacement.
- 15.3. **Repair of the Premises.** If the Premises is to be repaired pursuant to Section 17.1, such restoration or replacement shall be made within a reasonable time, subject to delays arising from *force majeure*. A *force majeure* event shall be any event that prevents or delays the Landlord or its agent, representative or contractor from punctually performing such repair due to any strike, lockout, labor dispute, inability to obtain labor, materials or reasonable substitutes thereof, Acts of God, present or future governmental restrictions, regulations or control, fire or other casualty, insurrection, war, terrorism, or sabotage. The Tenant shall turn over to the Landlord any and all insurance received by the Tenant and relating to the Premises (other than any proceeds relating to any leasehold improvements installed by the Tenant that are not to be replaced by the Landlord and any proceeds for interruption of the Tenant's business). The Landlord shall carry out or cause to be carried out the repair of the Premises with the Tenant to coordinate the installation, at the Tenant's expense, of any leasehold improvements desired by the Tenant and acceptable to the Landlord.
- 15.4. **Termination Following Casualty.** If the Landlord terminates this Lease pursuant to Section 17.1, this Lease shall terminate on the last day of the month next following the date the notice of termination is delivered under Section 17.1. If the Tenant elects to terminate this Lease by rejecting the Landlord's proposal to repair the Premises this Lease shall terminate upon the Landlord's receipt of such notice. In the event that this Lease is terminated pursuant to Section 17.1, by either the Landlord or Tenant, the Tenant shall surrender the Premises to the Landlord in the then current condition thereof, the Landlord shall be entitled to any and all insurance proceeds covering the Premises, and each of the Landlord and the Tenant agrees, upon the request of the other to execute a full release of this Lease effective as of the date of termination of the Lease under this Section 17.4, except as to provisions which are expressly or otherwise intended to survive termination. All Rent hereunder shall cease as of the date of termination of this Lease.

16. Default by Tenant. Each of the following shall be deemed an "Event of Default" by the Tenant hereunder and a material breach of this Lease:

- 16.1. The Tenant shall fail to pay any installment of Rent or any other sums owed to the Landlord when due;
- 16.2. The Tenant shall fail to materially keep, perform, or observe any of the covenants, agreements, terms, or provisions contained in this Lease that are to be kept or performed by the Tenant other than with respect to payment of Rent, and The Tenant shall fail to commence and take such steps as are necessary to remedy the same within thirty (30) calendar days after Tenant shall have been given a written notice specifying the same, or having so commenced, shall thereafter fail to proceed diligently and with continuity to remedy the same;
- 16.3. The Tenant shall vacate or abandon the Premises; or
- 16.4. The Tenant or any other party shall file a petition naming the Tenant as debtor in any bankruptcy or other insolvency proceeding or shall file for the appointment of a liquidator or receiver for all or substantially all of the Tenant's Premises or for the Tenant's interest in this Lease or the Tenant shall admit in writing its inability to meet its obligations as they become due or make an assignment for the benefit of its creditors.

17. Landlord's Remedies.

- 17.1. If an Event of Default occurs under this Lease, the Landlord shall be entitled to any and all remedies permitted by California Civil Code Sections 1951.2 and 1951.4, as those sections may be amended or renumbered from time to time. Those remedies are specifically set forth in subsections 19.2 and 19.3 below, and the parties agree that such remedies are not exclusive and are cumulative in addition to any remedies now or later allowed by law.
- 17.2. If the Tenant breaches this Lease and abandons the Premises before the end of the Term, or if the Landlord terminates the Tenant's right to possession due to an Event of Default, this Lease shall terminate, and the Landlord shall be entitled to recover from the Tenant:
 - (i) the worth at the time of the award of the unpaid rent which had been earned at the time of termination.
 - (ii) the worth at the time of the 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 the Tenant proves could have been reasonably avoided.
 - (iii) the worth at the time of the award of the amount by which the unpaid rent which would have been earned after termination after the time of award exceeds the amount of such rental loss that the Tenant proves could have been reasonably avoided; and
 - (iv) any other amount necessary to compensate the Landlord for all the detriment proximately caused by the Tenant's failure to perform its obligations under this Lease or

which in the ordinary course of events would be likely to result therefrom.

For purposes of this Lease, "worth at the time of the award" shall have the meaning specified in California Civil Code Section 1951.2(b). Landlord shall be under no obligation to attempt to mitigate damages caused by any breach by the Tenant of the Lease, however any efforts by the Landlord to mitigate the damages caused by the Tenant's breach of this Lease do not waive the Landlord's right to recover damages as set forth herein. Termination of this Lease pursuant to this section shall not affect the Landlord's rights to indemnification as specified in this Lease.

- 17.3. Notwithstanding any Event of Default by the Tenant or abandonment of the Premises, the Landlord may elect to continue this Lease in effect and enforce all of Landlord's rights and remedies hereunder, including without limitation the right to collect rent as it becomes due, unless and until Landlord elects to terminate this Lease. During the period that the Tenant is in default, the Landlord may enter the Premises and relet them, or any part of them, to third parties for the Tenant's account. The Tenant shall be liable immediately to the Landlord for all costs the Landlord incurs in reletting the Premises, including without limitation brokers' commissions, expenses of remodeling the Premises required by the reletting and like costs. Reletting may be for a period shorter or longer than the remainder of the Term. The Tenant shall pay to Landlord the rent due under this Lease on the dates the rent is due, less the rent Landlord receives from reletting after deduction of the costs specified above that remain due and unpaid to the Landlord by the Tenant. No act by the Landlord allowed by this subsection shall terminate this Lease unless the Landlord notifies the Tenant that the Landlord elects to terminate this Lease. After the Tenant's default, and for as long as Landlord does not terminate the Tenant's right to possession of the Premises, if Tenant obtains Landlord's consent, Tenant shall have the right to assign or sublet its interest in this Lease subject to the provisions of this Lease, but the Tenant shall not be released from liability.
- 17.4. The Tenant acknowledges that late payment by the Tenant of Rent or any other amount hereunder may cause the Landlord to incur damages not contemplated by this Lease and in an amount that is difficult to determine. Accordingly, in the event any installment of Rent is not received on the date the same is due hereunder, the Tenant agrees to pay to the Landlord a late fee consistent with Section 7 above.
- 17.5. All agreements and provisions to be performed by the Tenant under any of the terms of this Lease shall be at the Tenant's sole cost and expense and without any abatement of rent. If the Tenant shall fail to pay any sum of money, other than Rent, required to be paid by it hereunder or shall fail to cure any default and such failure shall continue for thirty (30) days after notice thereof by the Landlord, then the Landlord may, but shall not be obligated so to do, and without waiving or releasing the Tenant from any obligations, make any such payment or perform any such act on Tenant's part. All sums so paid by the Landlord and all costs incurred by the Landlord in taking such action shall be deemed additional Rent hereunder and shall be paid to the Landlord on demand, and the Landlord shall have (in addition to all other rights and remedies of the Landlord) the same rights and remedies in the event of the non-payment thereof by the Tenant as in the case of default by the Tenant in the payment

of Rent.

18. Termination.

18.1. This Lease may be terminated without further liability on thirty (30) days prior written notice by either party upon a default of any covenant, condition, or term hereof by the other party, whose default is not cured within sixty (60) days of receipt of written notice of default.

18.2. The Tenant shall have the option to request early termination of this Lease should there be a statewide or nationwide economic downturn event(s) that materially and substantially alters Tenant's ability to continue in business. Upon presentation of substantial evidence of such economic impairment presented to the City Manager, the City Manager will consider the evidence and make the decision to grant early termination of the Lease. The decision by the City Manager to grant early termination of the Lease for economic hardship shall not be unreasonably denied.

18.3. Other than as stated herein, the Landlord and the Tenant shall not have the right to terminate, revoke or cancel this Lease. If termination of the Lease occurs pursuant to subsection 20.1 of this Lease, the Tenant shall immediately discontinue use of the Premises by the Tenant and all subtenants.

19. Force Majeure If and to the extent that a party's performance of any of its obligations pursuant to this agreement is prevented, hindered or delayed directly or indirectly by fire, flood, earthquake, elements of nature or Acts of God, pandemic or epidemic, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, restrictive governmental laws or regulations, change in economic conditions, or any other similar cause beyond the reasonable control of such party (each a 'Force Majeure Event'), the the non-performing, hindered or delayed party shall be excused for such non-performance, hinderance or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as the Force Majeure Event continues. The party whose performance is prevented, hindered or delayed by a Force Majeure Event shall promptly notify the other Party of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event. During the Force Majeure Event, the non-performing party shall not be in default of any provisions of this Agreement and this Agreement does not exclude rental abatement during such Force Majeure Event.

20. Destruction of Property. If the Property is destroyed by natural disaster or by any party other than the Tenant, the Tenant may elect to terminate this Lease pursuant to section 16.1 of this Lease, except that no early termination payment shall be paid by the Tenant to the Landlord.

21. Condemnation. If a condemning authority takes all of the Property, or a portion which in the Tenant's sole discretion is sufficient to render the Premises unsuitable for the Tenant's ongoing operation, then this Lease shall terminate without further liability of Tenant as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation recoverable under applicable condemnation law. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of its

power of eminent domain shall be treated as a taking by a condemning authority.

22. Insurance.

- 22.1. At all times during the term of this Lease, the Tenant shall purchase and maintain, at its sole expense, insurance as described below:
- 22.1.1.1. Commercial General Liability Insurance of not less than Two Million Dollars (\$2,000,000.00) per occurrence. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Landlord.
 - 22.1.1.2. Commercial Automobile Liability Insurance to cover all owned, hired and non-owned automobiles owned or operated by Tenant providing a minimum combined single limit of One Million Dollars (\$1,000,000.00) per accident.
 - 22.1.1.3. Workers Compensation Insurance as required by the Labor Code of the state of California. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Landlord.
 - 22.1.1.4. Employer's Liability Insurance in an amount of at least One Million Dollars (\$1,000,000.00) per occurrence.
- 22.2. Evidence of required insurance shall be submitted prior to the execution of this Lease. If the Tenant fails to maintain insurance which is required pursuant to this Lease, it shall be deemed a material breach. The Landlord may give notice to the Tenant to reinstate or acquire the affected insurance. Should the Tenant fail to reinstate or acquire the affected insurance within five (5) days of Landlord's notice to reinstate or acquire such insurance, the Landlord may either terminate this Lease, reinstate or acquire the affected insurance, and the Tenant shall reimburse the Landlord for the necessary cost at the Landlord's option,
- 22.3. If the Tenant maintains broader coverage and/or higher limits than the minimums shown above for all policies, the Landlord requires and shall be entitled to the broader coverage and/or higher limits maintained by the Tenant or their contractors, sub-contractors, or agents. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Landlord.
- 22.4. The Landlord, at the Landlord's sole cost and expense, shall procure and maintain on the Landlord's Property, bodily injury and property damage insurance with a combined single limit of at least One Million Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Landlord, its employees and agents arising out of or in connection with Landlord's use, occupancy and maintenance of Landlord's Property.
- 22.5. The Landlord, officers, employees, and agents shall be named as an additional insured on the Tenant's Commercial General Liability and Automobile Liability policies. Each party shall provide the other a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the Commencement Date. Each party waives any rights of recovery against the other for injury or loss due to hazards covered by their property insurance, and each party shall require such insurance policies to contain a waiver of recovery against the other.

22.6. During the Term of the Lease, the Landlord shall keep the Premises (to the extent improved as of the date of this Lease) insured against loss or damage by fire and all risks of direct physical loss except the normal exclusions contained in an "all risks" policy for not less than one hundred percent (100%) of the replacement cost thereof. The Tenant shall maintain insurance on the FF&E and any leasehold improvements constructed by or under the Tenant during the Term of the Lease against loss or damage by fire and all risks of direct physical loss except the normal exclusions contained in an "all risks" policy in amounts not less than one hundred percent (100%) of the replacement cost thereof.

22.7. Any insurance required to be maintained by the Landlord under this Lease may contain such deductibles and self-insured retentions as Landlord and its affiliates customarily maintain under their enterprise-wide insurance and risk management programs. Further, such insurance may be maintained in the form of blanket policies covering multiple locations.

23. Assignments or Transfers. The Tenant intends to use the Premises for industrial, research and storage purposes and is expressly prohibited from subleasing the Premises for any use without obtaining the Landlord's consent as to individual tenants, which consent may be withheld in the Landlord's sole discretion, subject to the use restrictions of the Premises enumerated above and to the limitations set forth in Section 8 above. Tenant shall not assign or transfer this Lease to any other person or entity without the express written consent of the Landlord, whose consent may be withheld in the Landlord's sole discretion. Notwithstanding anything to the contrary contained in this Lease, Tenant may (with Landlord's consent, not to be unreasonably withheld) assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Lease to any financing entity, or agent on behalf of any financing entity to whom the Tenant (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by loans, bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to grant funds, letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

24. Nondisturbance and Quiet Enjoyment; Subordination; Estoppel Certificates.

24.1. So long as the Tenant is not in default under this Lease, the Tenant shall be entitled to quiet enjoyment of the Premises during the term of this Lease or any renewal term, and the Tenant shall not be unduly disturbed in its occupancy and use of the Premises or the exercise of its rights and privileges as granted herein, subject to the rights of the Landlord to access the Premises stated herein.

24.2. This Lease and each and every deed of trust, mortgage or other security instrument which may now or hereafter affect the Property and to any renewals, extensions, supplements, amendments, modifications or replacements thereof. In confirmation of such lease, the Tenant shall execute and deliver promptly any commercially reasonable certificate of Landlord may reasonably request, provided that such certificate acknowledges that this Lease remains in full force and effect, recognizes the Tenant's right to non-disturbance and quiet enjoyment of the Premises so long as the Tenant is not in default under this Lease, only contains true and accurate statements and the Tenant's liability shall be capped at the remaining Rent under this Lease. If any mortgagee or lender succeeds to the Landlord's interest in the Property

through a foreclosure proceeding or by a deed in lieu of foreclosure, the Tenant shall attorn to and recognize such successor as the Landlord under this Lease provided such party similarly agrees not to disturb the Tenant's occupancy and use of the Premises or the exercise of its rights and privileges as granted herein.

24.3. At any time upon not less than ten (10) days' prior written notice by the Tenant, the Landlord shall execute, acknowledge and deliver to the Tenant or any other party specified by the Tenant, a statement in writing certifying that this Lease is in full force and effect, if true, and the status of any continuing defaults under this Lease.

25. Indemnification.

25.1. Tenant's Indemnity. The Tenant hereby agrees to defend, indemnify and hold the Landlord and the Landlord's directors, partners, shareholders, officials, officers, and employees free and harmless from and against any and all losses, claims, liabilities, damages, actions, causes of action, costs and expenses including attorney's fees and costs of court, and injuries, including personal injuries or death to the extent caused by the Tenant's, or of the Tenant's tenants, negligent occupation, use, operation, maintenance or repair of the Premises and FF&E at the Premises, except to the extent caused by the negligence or willful misconduct of the Landlord or the Landlord's Indemnities.

25.2. As stated in section 3 above, the Tenant accepts the condition of the Property and Premises as is, and accordingly the Tenant agrees to defend, indemnify and hold the Landlord and the Landlord's officials, officers, and employees free and harmless from and against any and all losses, claims, liabilities, damages, actions, causes of action, costs and expenses including attorney's fees and costs of court, and injuries, related to claims based on the Americans with Disabilities Act or lack of accessible features in and on the Landlord's Property.

25.3. Landlord's Indemnity. Except as expressly stated in subsection (b) above, the Landlord hereby agrees to defend, indemnify and hold the Tenant and the Tenant's elected and appointed officials, officers, employees, agents, contractors or subcontractors free and harmless from and against any and all losses, claims, liabilities, damages, actions, causes of action, reasonable out-of-pocket costs and expenses (including reasonable external attorney's fees and costs of court) and injuries (including personal injuries or death) to the extent caused by Landlord's negligent use, operation, maintenance or repair of improvements on Landlord's Property, the use of the Landlord's Property by other tenants, contractors or lessees of the Landlord, any violation of governmental regulations relating to the Property, except to the extent caused by the negligence or willful misconduct of the Tenant or the Tenant's officials, officers, employees, agents, contractors or subcontractors.

25.4. Special Damages. Notwithstanding any other provision of this Lease, neither party shall be liable to the other for consequential damages, damages for lost income and profits, exemplary or punitive damages or other special damages, whether in tort, contract or equity.

25.5. Survival of Indemnity Provisions. The indemnity provisions of Section 25 shall

survive the expiration, cancellation or expiration of this Lease for the length of the applicable statute of limitations term during which a claim may be filed plus 30 days, and any claims for indemnification under this Section 25 shall be brought within that period.

26 Rules and Regulations. The Tenant must comply with the rules, and any reasonable amendments or additions to those rules, promulgated by the Landlord from time to time for the safety, care, and cleanliness of the Premises, Building, and Real Property or for the preservation of good order (Rules and Regulations) as long as:

26.1 The Rules and Regulations do not require the Tenant to pay additional Rent.

26.2 No amendment or addition to the Rules and Regulations is binding on the Tenant until the tenth (10th) business day after the Tenant receives written notice of the change, and no amendment or addition applies retroactively; and

26.3 The Rules and Regulations do not take precedence over the specific terms and conditions of this Lease.

The Landlord agrees not to enforce the Rules and Regulations in a manner that discriminates against the Tenant. If the Landlord acts reasonably, in good faith, and in a nondiscriminatory manner in enforcing the Rules and Regulations, the Landlord will not be responsible to the Tenant for the failure of any other tenants or occupants of the Property to comply with the Rules and Regulations.

27 Notices and Deliveries. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or by reliable overnight delivery service with a copy delivered by facsimile to the address of the respective parties listed below:

Landlord:

City of Colusa
Attention: City Manager
425 Webster Street
Colusa, California

With a copy to:

Ryan R. Jones, City Attorney
6349 Auburn Blvd.
Citrus Heights, CA 95621
Telephone: (916) 771-0635

Tenant:

Front Row Builders Inc_DBA SF Metalworks
Ronald Joe Moore, CEO
1167 Parker St.
Colusa, CA 95932

The Landlord or the Tenant may from time to time designate any other addressees and addresses for notices or deliveries by written notice to the other party.

28. Bankruptcy.

28.1 The Landlord and the Tenant hereby expressly agree and acknowledge that it is the intention of both parties that in the event during the term of this Lease, either party shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a Proceeding) under the United States Bankruptcy Code, 11 U.S.C. §101, *et seq.*, ("Code"), this Lease is and shall be treated as an unexpired lease of nonresidential real property for purposes of §365 of the Code, 11 U.S.C. §365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said §365 (as may be amended).

28.2 Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code, 11 USC §§ 101, *et seq.*, shall be deemed without further act to have assumed all of the obligations of the Tenant arising under this Lease both before and after the date of such an assignment. Any such assignee shall upon demand execute and deliver to the Landlord an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to the Landlord, shall be the exclusive property of the Landlord, and shall not constitute property of the Tenant or of the estate of the Tenant within the meaning of the Code. Any monies or other considerations constituting the Landlord's property under the preceding sentence not paid or delivered to the Landlord shall be held in trust for the benefit of the Landlord and be promptly paid to the Landlord.

29 Miscellaneous.

29.1 CASp Inspection. The Premises have not undergone inspection by a Certified Access Specialist (CASp) (as defined in California Civil Code §1938).

29.1.1 A CASp can inspect the Premises and determine whether the Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the Landlord may not prohibit Tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the Tenant, if requested by the Tenant. The parties will mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related

accessibility standards within the Premises.

29.1.2 Nothing herein will relieve the Tenant's compliance obligations as to the Premises as set forth in Section 8 above.

29.2 Severability. If any provision of this Lease is held to be invalid or unenforceable by a court of competent jurisdiction with respect to any party, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected, each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law, and the parties shall negotiate in good faith to amend this Lease to retain the economic effect of the invalid or unenforceable provisions.

29.3 Binding Effect. Each party represents and warrants that said party has full power and authority, and the person(s) executing this Lease have full power and authority, to execute and deliver this Lease, and that this Lease constitutes a valid and binding obligation of each party, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditor's rights generally and by general equitable principles (whether enforcement is sought in proceedings in equity or at law). This Lease shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

29.4 Waivers. No provision of this Lease shall be deemed to have been waived by a party unless the waiver is in writing and signed by the party against whom enforcement of the waiver is attempted. No custom or practice which may develop between the parties in the implementation or administration of the terms of this Lease shall be construed to waive or lessen any right to insist upon strict performance of the terms of this Lease.

29.5 Governing Law, Courts. This Lease shall be governed by and construed in accordance with the laws of the State of California. Sole venue for any legal claim arising hereunder shall be in the Superior Court of the State of California in Colusa County at the courthouse or in the court district closest to the Property.

29.6 Attorneys' Fees and Costs. The prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorneys' fees and costs and court costs as may be awarded by the court. The prevailing party is a party who recovers at least 50% of its total claims in such action or who is required to pay no more than 25% of the other party's total claims in such action

29.7 Survival. Terms, conditions, obligations, and indemnifications of this Lease which by their sense and context survive the termination, cancellation or expiration of this Lease will so survive.

29.8 Memorandum of Lease. The Landlord acknowledges that a Memorandum of Lease substantially in the form attached hereto as Exhibit B will be recorded by the Landlord in the Official Records of the County of Colusa, California.

29.9 Entire Agreement; Amendments. This Lease constitutes the entire agreement and understanding between the parties regarding the Tenant's lease of the Premises and supersedes all prior and contemporaneous offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by duly authorized representatives of both parties.

29.10 No Presumptions Regarding Preparation of Lease. The parties acknowledge and agree that each of the parties has been represented by counsel or has had full opportunity to consult with counsel and that each of the parties has participated in the negotiation and drafting of this Lease. Accordingly, it is the intention and agreement of the parties that the language, terms and conditions of this Lease are not to be construed in any way against or in favor of any party hereto by reason of the roles and responsibilities of the parties or their counsel in connection with the preparation of this Lease.

29.11 Interpretation.

29.11.1 Unless the context of this Lease clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limited.

29.11.2 The headings in this Lease are for reference only and are not incorporated in any term herein.

29.12 No Personal Liability of Officials and Employees of either party. No elected official, officers, employees, agents, stockholders, directors or volunteers of either Party shall be personally liable for any default or liability whatsoever under this Lease, except in instances of criminal negligence.

29.13 Public Document. The City of Colusa is a municipal corporation under the laws of the State of California. The Landlord and the Tenant acknowledge that this Lease is subject to public disclosure as specified by California Government Code § 6250 *et seq.*, and is a "public record" within the meaning of California Government Code § 6252(e).

IN WITNESS WHEREOF, the parties have caused this Lease to be executed by their duly authorized representatives on the dates set forth below and acknowledge that this Lease is effective as of the date first written above.

CITY OF COLUSA,
a political subdivision of the State of California

Jesse Cain, City Manager City of Colusa

Approved as to Form:

Ryan R. Jones, City Attorney

Attest:

Shelly Kittle, City Clerk, City of Colusa

TENANT:
Front Row Builders Inc

By: _____

Name: Ronald Joe Moore, CEO

EXHIBIT A
DEPICTION OF LEASED BUILDING AREA

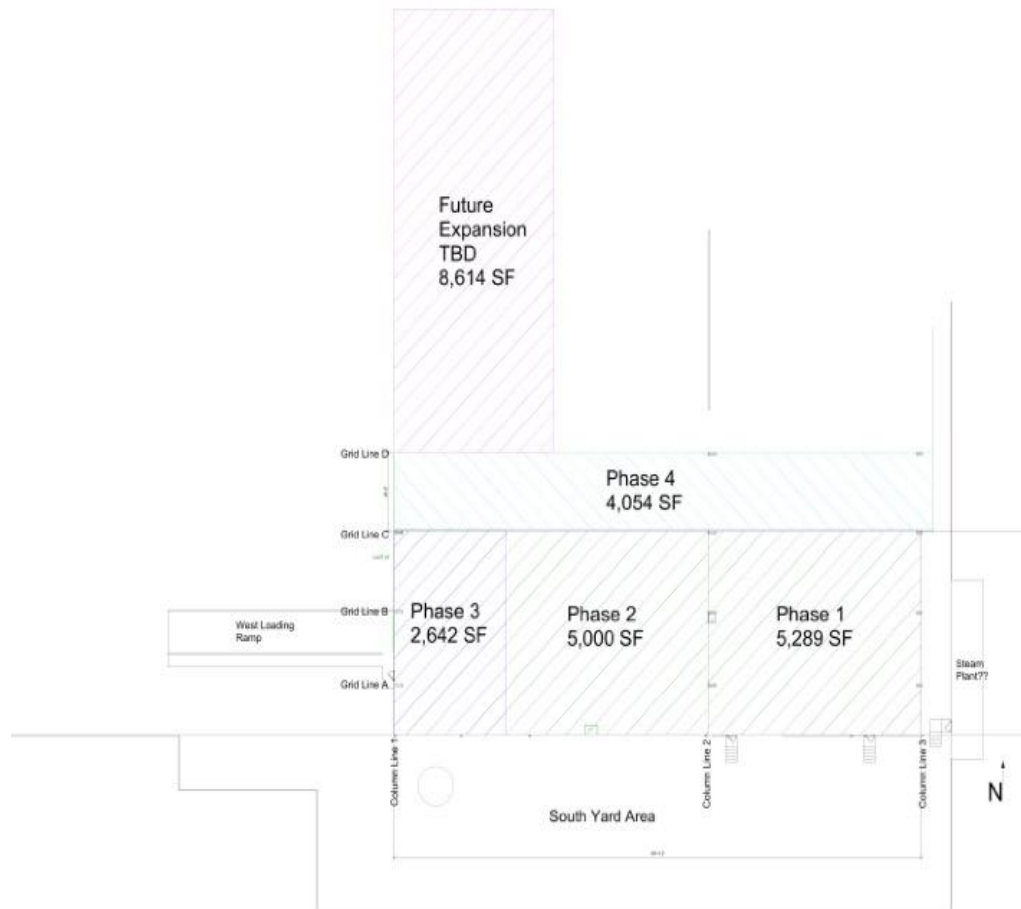


EXHIBIT B
MEMORANDUM OF LEASE

This is a Memorandum of Lease ("**Memorandum**") made and entered into as of this _____ day of _____, 2025, by and between the CITY OF COLUSA, a political subdivision of the State of California ("**Landlord**"), and Front Row Builders, Inc/ DBA: SF Metalworks, a California Profit Corporation ("**Tenant**"), upon the following terms:

1. **Lease.** The provisions set forth in a written lease between the parties hereto dated _____ ("**Lease**"), are hereby incorporated by reference into this Memorandum.
2. **Subject Property.** The Property which is the subject of the Lease is more particularly described and depicted as on Exhibit A, attached hereto.
3. **Subject Premises.** The Premises which is the subject of the Lease is more particularly described and depicted as on Exhibit B, attached hereto.
4. **Commencement Date of Lease.** The Lease shall be deemed to have commenced _____, 2025 as set forth within the terms of the Lease.
5. **Term.** The Term of the Lease shall be five years with three five-year extensions from the Commencement Date as stated in the written Lease. The initial term shall commence on the date hereof and terminate on December 31, 2029
6. Duplicate copies of the originals of the Lease are in the possession of the Landlord and Tenant and reference should be made thereto for a more detailed description thereof and for resolution of any questions pertaining thereto. The addresses for Landlord and Tenant are as follows:

LANDLORD: 425 Webster Street, Colusa, CA 95932

TENANT: Front Row Builders Inc/ DBA SF Metalworks
6. **Purpose.** It is expressly understood and agreed by all parties that the sole purpose of this Memorandum of Lease is to give record notice of the Lease; it being distinctly understood and agreed that said Lease constitutes the entire lease and agreement between the Landlord and the Tenant with respect to the Property and is hereby incorporated by reference. The Lease contains and sets forth additional rights, terms, conditions, duties, and obligations not enumerated within this instrument which governs the Lease. This Memorandum is for information purposes only and nothing contained herein may be deemed in any way to modify or vary any of the terms or conditions of the Lease. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall be controlled. The rights and obligations set forth herein shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum pursuant to due authorization on the dates herein acknowledged.

CITY OF COLUSA:

By: _____

Name: Jesse Cain

Title: City Manager

TENANT:

Front Row Builders Inc/ DBA Sf Metalworks

By: _____

Name: Ronald Joe Moore

Title: _____

DOCPROPERTY DocNumberPrefix