

LEASE AGREEMENT

This Lease Agreement (this "Lease"), dated this 17th day of September, 2019, is made and entered into by and between the CITY OF COSTA MESA, a body politic of the State of California (hereinafter referred to as "Landlord") and HAJOCA CORPORATION, a Maine corporation (hereinafter referred to as "Tenant").

WITNESSETH:

Landlord, for and in consideration of the payment of the rent and the performance of the covenants and agreements by Tenant herein contained, does hereby lease to Tenant and Tenant does hereby lease from Landlord, the following described premises (the "Premises"):

A portion of the "Building" located at 3175 Airway Avenue, Costa Mesa, California, containing approximately 14,356 rentable square feet, as shown on Exhibit A, attached hereto and made a part hereof.

Article 1. Term and Termination.

- a. Term. This Lease shall be for a period of 5 years (the "Term"), commencing on September 17, 2019 (the "Lease Commencement Date"), and ending on September 16, 2024.
- b. Termination. In addition to its termination rights set forth herein, Landlord may, at any time and for any reason, terminate this Lease by providing six (6) months written notice to Tenant of such termination. In the event of such termination, if Tenant has not yet fully recovered its costs for the Tenant Improvements set forth herein, Landlord agrees to reimburse Tenant for the remaining balance of such costs, provided that Tenant has met all requirements set forth herein relating to the Tenant Improvements.
- c. Notice of Intent to Vacate. Tenant agrees to provide Landlord with at least ninety (90) days' written notice of its intent to vacate the Premises.

Article 2. Rent. Tenant, in consideration of this Lease, covenants and agrees to pay to Landlord "Base Rent" as follows:

Period	PSF Base Rent per Month	Annual Base Rent	Monthly Base Rent
Year 1-5	\$1.00	\$172,272.00	\$14,356.00

Rent is payable in advance, in equal monthly installments on the first day of each and every calendar month during the Term at the place designated by Landlord. Rent for any partial month during the Term will be prorated on a per-diem basis. Base Rent is intended to be a "gross rent", and Tenant will not owe Landlord any additional rent for "common area" costs, operating charges, "CAM", real estate taxes, Landlord's insurance, or similar charges.

Article 3. Acceptance of Premises. Tenant acknowledges that Tenant has inspected and accepts the Premises and Building in their present condition, as is, and as suitable for, the Permitted Use defined herein, and for Tenant's intended operations in the Premises. Tenant agrees that the Premises and existing improvements are in good and satisfactory condition as of when possession was taken. Tenant further acknowledges that no representations as to the condition or repair of the Premises nor promises to alter, remodel or improve the Premises have been made by Landlord or

any agents of Landlord unless such are expressly set forth in this Lease. If for any reason Landlord cannot deliver possession of the Premises to Tenant within thirty (30) days of the execution of this Lease, Landlord shall not be subject to any liability therefor, nor shall Landlord be in default hereunder nor shall such failure affect the validity of this Lease, and Tenant agrees to accept possession of the Premises at such time as possession is provided, which date shall then be deemed the Lease Commencement Date.

Article 4. Use of Premises.

- a. Permitted Use. Tenant is hereby given the privilege of using the Premises for the purpose of a warehouse space to store plumbing, heating, and industrial supplies for its business. Tenant shall not use the Premises for any other purpose without Landlord's prior written consent.
- b. Limitations. Tenant shall not permit any odors, smoke, dust, gas, substances, noise or vibrations to emanate from the Premises as a result of Tenant's or any of Tenant's employees', agents', visitors', invitees', licensees', or contractors' use thereof, nor take any action which would constitute a nuisance or would disturb, obstruct or endanger any other tenants or occupants of the Building or elsewhere, or interfere with their use of their respective premises. Tenant shall not use or allow the Premises to be used for any immoral, improper or unlawful purpose, nor shall Tenant cause or maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or suffer the commission of any waste in, on or about the Premises. No waste, materials or refuse shall be dumped upon or permitted to remain outside the Premises. Landlord shall not be responsible to Tenant for the non-compliance by any other tenant or occupant of the Building with any of the above-referenced rules or any other terms or provisions of such tenant's or occupant's lease or other contract.
- c. Compliance with Laws. Tenant shall, at its own cost and expense, promptly observe and comply with all applicable laws, ordinances, requirements, orders, directives, rules and regulations of the federal, state, county, municipal governments and of all governmental authorities affecting the Premises whether the same are in force at the commencement of the term of this Lease or may be in the future passed, enacted or directed; provided, however, that in observing and complying with all applicable laws, ordinances, requirements, orders, directives, rules and regulations of all governmental authorities, Tenant shall not be required, at its expense, to make any structural repairs or changes to the Premises or any non-structural repairs made necessary by defects in construction, any changes to the land upon which the Premises are located. Tenant agrees to comply with all laws and regulations pertaining to prevailing wage, competitive bidding and public bonding requirements at its sole cost and expense which may be triggered due to this Lease. Tenant shall at its sole cost and expense obtain any and all licenses or permits necessary for Tenant's use of the Premises. Tenant shall not do or permit anything to be done in, on, under or about the Premises or Building or bring or keep anything which will in any way increase the rate of any insurance upon the Premises or Building or upon any contents therein or cause a cancellation of said insurance or otherwise affect said insurance in any manner. Tenant shall indemnify, defend, with counsel reasonably acceptable to Landlord, protect and hold Landlord harmless from and against any loss, cost, expense, damage, attorneys' fees or liability arising out of the failure of Tenant to comply with any law or regulation. Tenant's obligations pursuant to the foregoing indemnity shall survive the expiration or earlier termination of this Lease.

Article 5. Utilities. Tenant shall contract directly with the applicable utility company for electric, gas, sewer, water, telephone and/or other utility service for the Premises, and shall pay all charges directly to said utility company. Tenant shall be responsible for the costs and expenses of all utilities consumed at the Premises from and after the Lease Commencement Date up to and including the termination date.

Article 6. Taxes. Tenant shall pay all taxes which may be levied or assessed as a result of this Lease or Tenant's use of the Premises. Tenant understands that a possessory interest may be created and vested in Tenant as a result of this Lease and that such interest may be subject to property taxation. Tenant understands that Tenant may be subject to the payment of property taxes levied on such possessory interest. If property taxes are levied due to a possessory interest, Tenant shall pay such taxes.

Article 7. Insurance.

- a. Fire and Casualty Insurance. Tenant, at all times during the Term and at Tenant's expense, will maintain a policy of standard fire and extended coverage insurance with "all risk" coverage on all Tenant's improvements and alterations in or about the Premises and on all personal property and equipment to the extent of one hundred percent (100%) of the full replacement value thereof. The proceeds from this policy will be used by Tenant for the replacement of personal property and equipment and the restoration of Tenant's improvements and/or alterations. Landlord agrees to maintain a policy or policies of insurance, through individual or blanket policies, insuring the Building against fire and extended coverage (including, if Landlord elects, "all risk" coverage, earthquake/volcanic action, flood and/or surface water insurance) for all or a portion of the full replacement cost of the Building, with deductibles and the form and endorsements of such coverage as selected by Landlord, together with, at Landlord's election, rental interruption insurance against loss of rent. Landlord may also carry such other insurance as Landlord may deem prudent or advisable, in such amounts and on such terms as Landlord shall determine. All such insurance maintained by Landlord shall be for the exclusive benefit of Landlord and Tenant shall have no right or interest therein.
- b. Liability Insurance. Tenant, at all times during the Term and at Tenant's expense, will maintain a policy of general liability insurance with limits of not less than Two Million Dollars (\$2,000,000.00) combined single limit for bodily injury, death or property damage insuring against all liability of Tenant and its authorized representatives arising out of or in connection with Tenant's use or occupancy of the Premises.
- c. Business Automobile Liability Insurance. Unless waived in writing by Landlord's Risk Management, Tenant, at all times during the Term and at Tenant's expense, shall maintain business automobile liability insurance having a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and insuring Tenant against liability for claims arising out of ownership, maintenance, or use of any owned, hired or non-owned automobiles.
- d. Workers' Compensation Insurance. Tenant, at all times during the Term and at Tenant's expense, shall maintain Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease.
- e. Policy Requirements. All of Tenant's insurance policies are to contain, or be endorsed to contain, the following provisions:

- i. Additional Insured. Landlord, its officials, officers, employees, agents and volunteers are to be covered as additional insureds on the general liability policy with respect to liability arising out of work or operations performed by or on behalf of the Tenant including materials, parts, or equipment furnished in connection with such work or operations.
  - ii. Primary Coverage. For any claims related to this Lease, the Tenant's insurance coverage shall be primary insurance as respects the Landlord, its officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the Landlord, its officials, officers, employees, agents or volunteers shall be excess of the Tenant's insurance and shall not contribute with it.
  - iii. Notice of Cancellation. Each insurance policy shall provide that coverage shall not be canceled, except with notice to the Landlord.
  - iv. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Landlord.
  - v. Self-Insured Retentions. Self-insured retentions must be declared to and approved by the Landlord. At the option of the Landlord, either: the Tenant shall obtain coverage to reduce or eliminate such self-insured retentions as respects the Landlord, its officers, officials, employees, and volunteers; or the Tenant shall provide a financial guarantee satisfactory to the Landlord guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Landlord.
  - vi. Verification of Coverage. In order to evidence the coverage in effect, Tenant shall provide Landlord with Certificates of Insurance showing the required coverages and endorsements upon execution of this Lease. Should Tenant fail to carry adequate liability insurance, Landlord may, at its option, cause such liability insurance to be issued; and in such event, Tenant agrees to pay the premiums for such insurance promptly, upon demand by Landlord. Tenant shall not violate or permit to be violated any of the conditions or provisions of any such policy, and Tenant shall so perform and satisfy the requirements of the companies writing such policies that at all times companies of good standing, satisfactory to Landlord, are willing to write and/or continue such insurance.
- f. Waiver of Subrogation. Landlord and Tenant each waives any claim, loss or cost it might have against the other for any injury to or death of any person or persons, or damage to or theft, destruction, loss, or loss of use of any property (a "Loss"), to the extent the same is insured against under any insurance policy covering the Building, the Premises, Landlord's or Tenant's fixtures, personal property, leasehold improvements, or business, regardless of whether the negligence of the other party caused such Loss.

Tenant further waives any right to recover against Landlord for claims for damages to Tenant's property whether or not covered by insurance. This provision is intended to

waive fully, and for the benefit of Landlord, any rights and/or claims which might give rise to a right of subrogation in favor of any insurance carrier. The coverage obtained by Tenant pursuant to this Lease shall include, without limitation, a waiver of subrogation endorsement attached to the certificate of insurance. This provision applies regardless of whether or not the Landlord has received such waiver of subrogation endorsement from the insurer.

Article 8. Environmental Laws.

- a. Compliance. During the Term, Tenant shall comply with all applicable laws, statutes, rules, orders, codes and regulations relating to environmental, occupational safety matters and/or Hazardous Materials (as defined below), in connection with Tenant's use and occupancy of the Premises ("Environmental Laws"); provided, however, the provisions of this Article 8 shall not obligate Tenant to comply with any such Environmental Laws (including, without limitation, replacing any equipment or facilities or taking other remedial action) if such compliance is required as a result of the occurrence of a spill, discharge or release of hazardous substances and/or wastes (each, a "Discharge") before the Lease Commencement Date, or if such Discharge was not caused by the act, negligence or omission of Tenant or Tenant's employees, agents, visitors, invitees, licensees, or contractors.
- b. Hazardous Material. Tenant shall not cause or permit any Hazardous Material to be discharged, released, spilled or disposed of on, in, under or about the Premises except in accordance with applicable laws. Notwithstanding the foregoing sentence, Tenant may sell, store and use customary office and cleaning supplies and solutions, and industrial plumbing and heating/air conditioning parts, supplies and components within the Premises so long as same are sold, used and stored in a manner which is consistent with the permitted use of the Premises and complies with applicable Environmental Laws. "Hazardous Material" as used in this Lease shall mean any flammable items, explosives, radioactive materials, toxic substances, material or waste or related materials including any substances defined as or included in the definition of "hazardous substances", "hazardous waste", "infectious waste", "hazardous material" or "toxic substances" now or subsequently regulated under any applicable Environmental Laws.
- c. Representations and Warranties. Notwithstanding anything to the contrary contained in this Lease, Landlord represents and warrants that, to the best of Landlord's knowledge, the Premises are free from any violations of law or regulations pertaining to the Premises, including without limitation, laws or regulations pertaining to occupational hazards or Hazardous Materials.
- d. Tenant Indemnification. Tenant agrees to indemnify, defend and hold harmless Landlord, its affiliates, and their respective owners, officers, directors, employees, and agents from and against any and all actions, costs, claims, damages, expenses (including reasonable attorneys' fees and costs), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief, liabilities or losses arising from Tenant's failure to comply with the provisions of this Article 8.
- e. Landlord Indemnification. Landlord shall indemnify, defend and hold harmless Tenant, its affiliates, and their respective owners, officers, directors, employees, agents and advisors from and against any and all actions, costs, claims, damages (including, without limitation, punitive damages), expenses (including reasonable attorneys' fees and costs), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other

relief, liabilities or losses arising from any violations of Environmental Laws or Discharge arising prior to Tenant's occupancy of the Premises.

Article 9. Indemnification.

- a. Tenant shall indemnify and save Landlord harmless from and against any and all liability, claims, damages, penalties or judgments arising from or in any way connected with injury to person or property sustained by action in and about the Premises in custody and control of Tenant during the term of this Lease except to the extent same directly result from Landlord's gross negligence or intentional misconduct. If Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant arising out of or related to this Lease Agreement or arising out of or related to anything occurring in, on or upon the Premises, Tenant shall protect and hold Landlord harmless and pay all reasonable expenses, attorney fees and costs that may be incurred; and Tenant will be kept informed of all such costs incurred by Landlord.
- b. Landlord shall indemnify and save Tenant harmless from and against any and all liability, claims, damages, penalties or judgments arising from or in any way connected with injury to person or property sustained as the result of the gross negligence or intentional misconduct of Landlord, or Landlord's employees, agents or contractors. If Tenant shall, without fault on its part, be made a party to any litigation commenced by or against Landlord arising out of or related to any negligent or willful act of Landlord, Landlord shall protect and hold Tenant harmless and pay all reasonable expenses, attorney fees and costs that may be incurred; and Landlord will be kept informed of all such costs incurred by Tenant.
- c. Except for the gross negligence of Landlord or the gross negligence or intentional misconduct of Landlord's officers, agents, servants, employees or contractors, Landlord shall not be responsible or liable for any damage or injury to any property, fixtures, buildings or other Improvements, or to any person or persons at any time on the Premises, including any damage or injury to Tenant or to any of Tenant's officers, agents, servants, employees, contractors, customers or sublessee.

Article 10. Maintenance and Repairs.

- a. Representations and Warranties. Other than the HVAC system which may be replaced by Tenant as part of the Initial Improvements (defined below), Landlord represents and warrants as of the Lease Commencement Date that the parking areas, structural components (including the roof) and the base building systems (including hot water, heating, plumbing and electrical systems and all other items of the Premises) are in good working order and repair.
- b. Tenant's Obligations. During the Term, Tenant shall, at its own expense, keep the Premises in good order and condition, ordinary wear and tear excepted and, except as otherwise provided by this Article 10, will make all non-structural repairs, but not replacements, and shall take other action as may be necessary to keep and maintain the Premises in good order and condition. Tenant will make, at Tenant's own expense, subject to the warranties and obligations of Landlord set forth herein, all other repairs, but not replacements, of every kind and description which may be needed to maintain the interior or exterior of the Premises in good order and condition. Additionally, Tenant will maintain, repair and replace the parking areas utilized by Tenant. Notwithstanding any of the above, Tenant shall repair any damage to the Premises or appurtenances caused by

the misuse or negligence of Tenant, its employees or its invitees. If the repairs required to be made by Landlord or Tenant are not completed within a reasonable time after request for such repair by the other party, Landlord or Tenant, as the case may be, shall have the option to make such repairs after first giving the other party fifteen (15) days' written notice of its intention to do so, and any amounts expended by virtue thereof shall be added to or subtracted from the next month's rent in the full amount of the expenditures.

- c. Landlord's Obligations. During the Term, Landlord shall, at its own expense, make all repairs and replacements to the foundations, exterior walls, exterior windows, structural columns and beams, roof, paving (except as set forth in Paragraph 10(b) as Tenant's obligation), fencing, sidewalks, stairs and structural integrity of the Premises, and any other Common Areas serving the Building (except as set forth in Paragraph 10(b) as Tenant's obligation). In addition, Landlord, at its own expense, shall replace any systems and equipment that can no longer be repaired and that have reached the end of their useful life, including, without limitation, air conditioning systems, heating systems, electrical systems, and plumbing systems. Tenant agrees to give prompt written notice to Landlord of any defects or other hazardous conditions required to be repaired or remedied by Landlord.

Article 11. Alterations and Additions; TI Allowance.

- a. Tenant, at its own expense, shall have the right to make such changes in the interior of the Premises, other than major structural changes, as it shall deem necessary or advisable in adapting the Premises for its use. No structural changes shall be made without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. All alterations shall become a part of the Premises and the property of the Landlord at the termination of the Lease unless Landlord, by written notice to Tenant, elects to relinquish Landlord's right thereto. Notwithstanding the foregoing, trade equipment and fixtures, machinery and power wiring, conduits and other trade fixtures installed by Tenant shall be Tenant's property, and Tenant may recover and remove the same at any time during the Term, provided that Tenant shall repair any damage caused to the Premises by such removal.
- b. Following the Lease Commencement Date, Tenant intends to perform certain improvements in and about the Premises, as more fully described in Exhibit B, attached hereto and incorporated herein (collectively, the "Initial Improvements"). In consideration for Tenant's performance of the Initial Improvements, Landlord will contribute up to Two Hundred Thousand Dollars (\$200,000.00), in the form of a credit against the Monthly Base Rent for the first 60 months of the Term, toward the Initial Improvements, provided that: (i) the Initial Improvements are completed to Landlord's reasonable satisfaction; (ii) Tenant delivers to Landlord Tenant's affidavit stating that the work to be performed by Tenant in connection with the Initial Improvements has been completed; (iii) Tenant delivers to Landlord of a copy of any occupancy certificate issued by the proper governmental authority for the Premises; and (iv) Tenant provides evidence of payment to Tenant's contractors, subcontractors, vendors and material suppliers, to Landlord's reasonable satisfaction, for all work performed. During the construction of the Initial Improvements, Tenant shall receive a rent credit against the Monthly Base Rent in the amount of Three Thousand Three Hundred Thirty-Three Dollars (\$3,333.00). Upon completion of the Initial Improvements and a full accounting of all of Tenant's expenditures to complete the Initial Improvements, and provided that Tenant has met all requirements set forth herein, this Lease shall be amended to reflect the total cost of the

Initial Improvements and the amount of the monthly rental credit based upon such total and the amount previously credited. Tenant shall not perform any improvements beyond those set forth in Exhibit A without Landlord's prior written consent.

- i. Landlord's Consent. Tenant shall obtain Landlord's written consent for all plans and specifications, including any changes to such plans and specifications, for the proposed Initial Improvements, construction means and methods, all appropriate permits and licenses, and the time for performance of such work. Landlord may impose rules and regulations for contractors and subcontractors performing such work. Tenant shall cause all improvements to be accomplished in a first-class, good and workmanlike manner by qualified and licensed contractors and subcontractors, and to comply with all applicable regulations and the provisions of this Lease.
- ii. Competitive Bidding. Landlord has advised, and Tenant understands and agrees, that the work to be performed at the Premises constitutes a "public project" for purposes of the California Public Contract Code. Accordingly, Tenant agrees comply with all applicable requirements of Article 3 (Public Projects) of Chapter V (Finance) of Title 2 (Administration) of the Costa Mesa Municipal Code and the Uniform Public Construction Cost Accounting Act (California Public Contract Code § 22000 et seq.), including, but not limited to, the bidding procedure requirements set forth in Section 2-177 of the Costa Mesa Municipal Code. Landlord will assist Tenant in complying with the bidding requirements.
- iii. Prevailing Wages. Landlord has advised, and Tenant understands and agrees, that the work to be performed at the Premises constitutes a "public work" for purposes of the California Labor Code. Accordingly, Tenant agrees to comply in all respects with California Labor Code sections 1770 et seq., including, but not limited to, the payment of prevailing wages to all workers employed to perform the improvements and keeping all records required by Labor Code section 1776. Tenant shall be solely responsible for complying with any State of California labor laws, including, but not limited to, the prevailing wage laws. Landlord shall have no duty to monitor or ensure the compliance of Tenant with any State of California labor laws, including, but not limited to, the prevailing wage laws.
- iv. Contractor Indemnification and Insurance. Tenant shall require that the contractor and any subcontractors that perform work at the Premises on Tenant's behalf maintain the same level of general liability, automobile liability, and workers' compensation insurance policies as Tenant is required to maintain pursuant to this Lease. Tenant shall require that such contractors and subcontractors name the City of Costa Mesa and its officials, officers, employees, agents and volunteers as additional insureds on their general liability policies.
- v. Record Retention. Tenant shall retain all records relating to the Tenant Improvements for a period of not less than five (5) years from the date of completion of the work. Tenant shall make such records available to the City upon request.

- vi. Indemnity. Tenant shall defend, indemnify, and hold harmless Landlord from and against any and all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including attorneys' fees, presented, brought, or recovered against City for, or on account of any liability for, failure to comply with the foregoing laws, including, but not limited to, failure to comply with any State of California labor laws in Tenant's construction of any improvements, work, or alterations on or to the Premises or Building or failure to comply with competitive bidding requirements. Tenant's obligations pursuant to the foregoing indemnity shall survive the expiration or earlier termination of this Lease.

Article 12. Liens. Tenant shall at all times keep the Premises and the Building free from liens arising out of or related to work or services performed, materials or supplies furnished or obligations incurred by or on behalf of Tenant or in connection with work made, suffered or done by or on behalf of Tenant in or on the Premises or the Building. If Tenant does not, within ten (10) business days following Tenant's receipt of notice of the imposition of any such lien, cause the same to be released of record by payment or posting of a proper bond, Landlord shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause the same to be released by such means as Landlord shall deem proper, including payment of the claim giving rise to such lien. All sums paid by Landlord on behalf of Tenant and all expenses incurred by Landlord in connection therefor shall be payable to Landlord by Tenant on demand with interest at the applicable interest rate as additional rent. Landlord shall have the right at all times to post and keep posted on the Premises any notices permitted or required by law, or which Landlord shall deem proper, for the protection of Landlord, the Premises, the Building and any other party having an interest therein, from mechanics' and materialmen's liens, and Tenant shall give Landlord not less than ten (10) business days' prior written notice of the commencement of any work in the Premises or Building which could lawfully give rise to a claim for mechanics' or materialmen's liens to permit Landlord to post and record a timely notice of non-responsibility, as Landlord may elect to proceed or as the law may from time to time provide, for which purpose, if Landlord shall so determine, Landlord may enter the Premises. Tenant shall not remove any such notice posted by Landlord without Landlord's consent, and in any event not before completion of the work which could lawfully give rise to a claim for mechanics' or materialmen's liens.

Article 13. Casualty.

- a. General. If the Premises or Building are damaged or destroyed by fire, flood, earthquake, or other casualty (collectively, "Casualty"), Tenant shall give immediate written notice thereof to Landlord. Within thirty (30) days after Landlord's receipt of such notice, Landlord shall notify Tenant whether in Landlord's estimation material restoration of the Premises can reasonably be made within one hundred eighty (180) days from the date of such notice and receipt of required permits for such restoration. Landlord's determination shall be binding on Tenant.
- b. Within 180 Days. If the Premises or Building are damaged by Casualty to such extent that material restoration can in Landlord's estimation be reasonably completed within one hundred eighty (180) days after the date of such notice and receipt of required permits for such restoration, this Lease shall not terminate. Provided that insurance proceeds are received by Landlord to fully repair the damage, Landlord shall proceed to rebuild and repair the Premises diligently and in the manner determined by Landlord, except that Landlord shall not be required to rebuild, repair or replace any part of any alterations which may have been placed on or about the Premises or paid for by Tenant. If the Premises are untenable in whole or in part following such damage, the rent payable

hereunder during the period in which it is untenable shall be abated proportionately, but only to the extent of rental abatement insurance proceeds received by Landlord during the time and to the extent the Premises are unfit for occupancy.

- c. Greater than 180 Days. If the Premises or Building are damaged by Casualty to such extent that rebuilding or repairs cannot in Landlord's estimation be reasonably completed within one hundred eighty (180) days after the date of such notice and receipt of required permits for such rebuilding or repair, then Landlord shall have the option of either: (1) terminating this Lease effective upon the date of the occurrence of such damage, in which event the rent shall be abated during the unexpired portion of this Lease; or (2) electing to rebuild or repair the Premises diligently and in the manner determined by Landlord. Landlord shall notify Tenant of its election within thirty (30) days after Landlord's receipt of notice of the damage or destruction. Notwithstanding the above, Landlord shall not be required to rebuild, repair or replace any part of any alterations which may have been placed, on or about the Premises or paid for by Tenant. If the Premises are untenable in whole or in part following such damage, the rent payable hereunder during the period in which it is untenable shall be abated proportionately, but only to the extent of rental abatement insurance proceeds received by Landlord during the time and to the extent the Premises are unfit for occupancy.
- d. Tenant's Fault. Notwithstanding anything herein to the contrary, if the Premises or any other portion of the Building are damaged by Casualty resulting from the negligence or willful misconduct of Tenant or any of Tenant's employees, agents, visitors, invitees, licensees, or contractors, Base Rent and any additional rent shall not be diminished during the repair of such damage, and Tenant shall be liable to Landlord for the costs and expenses of the repair and restoration of the Building and Premises, costs incurred by Landlord while repairs are ongoing, which may include temporary housing for Landlord's tenants located in the adjacent space of the Building, and loss of business income caused thereby to the extent such costs, expenses and loss are not covered by insurance proceeds. Such costs and expenses shall also include payment of Landlord's deductible on Landlord's applicable insurance policy or policies.
- e. Insurance Proceeds. Notwithstanding anything herein to the contrary, if the Premises or Building are damaged or destroyed and are not fully covered by the insurance proceeds received by Landlord or if the holder of any indebtedness secured by a mortgage or deed of trust covering the Premises requires that the insurance proceeds be applied to such indebtedness, then in either case Landlord shall have the right to terminate this Lease by delivering written notice of termination to Tenant within thirty (30) days after the date of notice to Landlord that said damage or destruction is not fully covered by insurance or such requirement is made by any such holder, as the case may be, whereupon this Lease shall terminate.
- f. Waiver. This Article 13 shall be Tenant's sole and exclusive remedy in the event of damage or destruction to the Premises or the Building. As a material inducement to Landlord entering into this Lease, Tenant hereby waives any rights it may have under Sections 1932, 1933(4), 1941 or 1942 of the Civil Code of California with respect to any destruction of the Premises, Landlord's obligation for tenantability of the Premises and Tenant's right to make repairs and deduct the expenses of such repairs, or under any similar law, statute or ordinance now or hereafter in effect.

- g. Tenant's Personal Property. In the event of any damage or destruction of the Premises or the Building, under no circumstances shall Landlord be required to repair any injury or damage to, or make any repairs to or replacements of, Tenant's personal property.

Article 14. Landlord's Right to Access. Tenant shall permit Landlord and its agents to enter upon the Premises at all reasonable times for purposes of examining the Premises and making such repairs or alterations therein as may be necessary for the safety and preservation of the Premises, provided Landlord gives Tenant at least twenty-four (24) hours' notice of its entry, except in case of emergency. Tenant shall permit Landlord, for a period of ninety (90) days prior to the expiration of the Term, to place upon the Premises the usual "For Rent" or "For Sale" signs, and shall permit Landlord and its agents, at reasonable times, to conduct prospective tenants or purchasers through the Premises. Landlord's access to the Premises as permitted above shall not, to the extent possible, disturb Tenant's quiet enjoyment of the Premises or disrupt, in any way, Tenant's business operation.

Article 15. Surrender of Premises. At the end of the Term, Tenant shall surrender and deliver the Premises to Landlord broom clean and in good condition and order (in at least the same condition as when the same was delivered to Tenant), ordinary wear and tear excepted. Leasehold improvements made in accordance with this Lease shall remain as part of the Premises in accordance with Article 11. Tenant may remove all trade fixtures, signs, equipment, stock in trade and other items of a similar nature, installed by Tenant and/or used in connection with its business, including such as may have been temporarily attached to the realty, provided all rents stipulated to be paid hereunder have been paid and all damage to the Premises resulting from the removal of such items is properly repaired. If said removal results in injury to or defacement of the Premises, Tenant shall immediately repair the Premises at its expense. If the last day of the Term falls on a Saturday, Sunday, or legal holiday this Lease shall expire on the business day immediately following such day.

Article 16. Signs. Tenant shall have the privilege and right of placing on the Premises such signs as it deems necessary and proper in the conduct of its business subject to Landlord's prior written approval, which approval may not be unreasonably withheld, conditioned or delayed. Tenant shall comply with all laws, ordinances, plat and deed restrictions and lawful municipal regulations applicable to the erection, maintenance and removal of said signs. Upon termination of this Lease, Tenant shall remove said signs. If the installation or removal of the signs results in any damage to the Premises, Tenant shall repair such damage at Tenant's expense.

Article 17. Assignment and Subletting. Tenant shall not assign this Lease without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. No assignment or subletting consented to by Landlord shall relieve Tenant from its liability hereunder, and each and every assignee or sublessee shall be charged with all of the provisions hereof. Tenant shall provide Landlord with written identification of any such sub-tenant or assignee and the terms of such subletting or assignment. Notwithstanding anything to the contrary contained in this Lease, Landlord's consent shall not be required for any assignment or sublease to an entity controlled by, controlling or under common control with Tenant, or to any successor company of Tenant (whether by way of merger, consolidation, or sale of assets or stock of Tenant or any entity controlling Tenant, or similar transaction).

Article 18. Condemnation.

- a. Entire Premises. If the entire Premises is taken for any public or quasi-public purpose by any lawful government power or authority, or by exercise of the right of appropriation, condemnation or eminent domain, or is sold to prevent such taking (each, a "Taking"),

then this Lease shall terminate as of the date when possession is taken by the condemning authority and all rent shall be paid to Landlord as of said date.

- b. Portion of Premises. Upon a Taking of twenty percent (20%) or more of the square footage of the Premises, including the parking areas, and if, in Tenant's sole judgment, the remaining portion of the Premises, or parking lots or access drives, will not be adequate for the continued operation of Tenant's business, Tenant may elect to terminate this Lease at any time up until the date which is sixty (60) days after the date when possession of such Premises is acquired by the condemning authority. If Tenant does not so elect, Landlord, at its own expense, will promptly proceed to restore the Premises to substantially its same condition prior to such partial Taking. The rent payable during the remainder of the Term, beginning with the date when possession is taken by the condemning authority, shall be equitably prorated based upon the square footage of the Premises taken, as determined by written agreement of the parties or, failing written agreement of the parties, by binding arbitration.
- c. Claims. Tenant shall have the right at its sole cost and expense to assert a separate claim or join in Landlord's claim in any condemnation proceedings for its personal property, its improvements, loss of value in its leasehold estate, moving expenses or any other claims it may have. Tenant shall be entitled to and shall receive that portion of any award or payment made which is attributable solely to its claim, and Landlord shall be entitled to and shall receive that portion of any award of payment made which is attributable solely to the land and improvements erected thereon.

Article 19. Events of Default and Remedies

- a. Events of Default. The following events shall be deemed to be "Events of Default" by Tenant under this Lease:
  - (1) Tenant fails to pay any installment of rent payable by Tenant hereunder when due, and such failure shall continue for a period of ten (10) days after Tenant's the due date set forth herein.
  - (2) Tenant fails to comply with any material term, provision or covenant of this Lease, other than the payment of rent, and fails to cure such failure within thirty (30) days after Tenant's receipt of written notice from Landlord or, if such failure is of such a nature that the same cannot be adequately cured within said thirty (30) days, if Tenant fails to commence to cure failure within such thirty (30) day period and shall not thereafter with reasonable diligence and good faith proceed to cure such failure.
  - (3) Tenant becomes insolvent, or makes a transfer in fraud of creditors or makes an assignment of all or substantially all of its property for the benefit of creditors.
  - (4) Tenant files a petition under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, or an involuntary petition in bankruptcy is filed against Tenant thereunder and such proceeding is not dismissed within sixty (60) days after such filing.
  - (5) A receiver or trustee is appointed for all or substantially all of the assets of Tenant and such receiver or trustee is not discharged within sixty (60) days after such appointment.

(6) Tenant abandons the Premises during the Term for a period of more than thirty (30) consecutive days without providing adequate heat, utilities, maintenance and security for the Premises; provided, however, if Tenant is required to vacate the Premises as a result of a casualty, an Event of Default shall not be deemed to have occurred.

b. Remedies. Upon the occurrence and during the continuance of any of such Events of Default, Landlord shall have the right, at Landlord's election, to pursue, in addition to and cumulative of any other rights Landlord may have at law or in equity, any one or more of the following remedies without any notice of demand whatsoever.

(1) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearage in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying said Premises or any part thereof (except to the extent prohibited by law), without being liable for prosecution or any claim of damages therefor; and Tenant agrees to pay Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination.

(2) Enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof (except to the extent prohibited by law), without being liable for prosecution or any claim for damages therefor, and re-let the Premises and receive the rent thereof, crediting Tenant therefor; and Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such subletting.

(3) Enter upon the Premises without being liable for prosecution of any claim for damages therefor, and to do whatever Tenant is obligated to do under the terms of this Lease, and Tenant agrees to reimburse Landlord on demand for any expense which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by the negligence of Landlord or otherwise.

(4) Require all rental payments by "subtenants" (if any), including within that term the third parties occupying various portions of the Premises under the terms of the lease agreements with Tenant, as primary lessor or as sublessor which would otherwise be paid to Tenant, to be paid directly to Landlord and apply such rentals so paid to or collected by Landlord against any rents or other charges due to Landlord by Tenant hereunder. No direct collection by Landlord from any such "subtenants" shall release Tenant from the further performance of Tenant's obligations hereunder.

(5) Require Tenant to pay all unpaid rental payments for the unexpired balance of the Term as such rental payments accrue and become due and proceed to collect the same, provided, however, that any rent actually received by Landlord as a result of a re-letting of the Premises will be credited against Tenant's obligation.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and

covenants herein contained. Failure by Landlord to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such default or of any other violation of breach of any of the terms, provisions and covenants herein contained. In determining the amount of loss or damage which Landlord may suffer by reason of termination of this Lease or the deficiency arising by reason of the re-letting by Landlord as above provided, allowance shall be made for the expense of repossession and any repairs or remodeling undertaken by Landlord following repossession.

Article 20. Landlord's Default. If Landlord defaults in the performance of any of its obligations under this Lease, Tenant will notify Landlord of the default and Landlord will have thirty (30) days after receiving such notice to cure the default. If Landlord is not reasonably able to cure the default within such thirty (30) day period, Landlord will have an additional reasonable period of time to cure the default so long as Landlord promptly commences the cure and thereafter diligently and in good faith pursues the cure to completion. If Landlord has not commenced repair or maintenance required to be performed by Landlord hereunder, or provided Tenant with written notice why commencement of such repair or maintenance has not commenced, within thirty (30) days after written notice thereof from Tenant, then Tenant shall have the right, but not the obligation, to make such repairs on Landlord's behalf, and Landlord shall reimburse Tenant for the actual cost thereof within ten (10) days after receipt of an invoice from Tenant. In the event of an emergency, Tenant may (but shall not be obligated to) perform such repairs which would otherwise be Landlord's obligation hereunder which may be reasonably necessary, after having given Landlord such notice, if any, as may be practicable under the circumstances. If Landlord fails to timely reimburse Tenant the sums expended by Tenant to cure such Landlord default, then Tenant may send Landlord a second notice of such failure, and a demand for reimbursement within ten (10) days thereafter. If Landlord fails to reimburse Tenant within ten (10) days after such second notice, then Tenant may, in addition to any other remedies available to it, set off such amounts against those installments of Rent thereafter coming due hereunder, until Tenant has been reimbursed in full. Notwithstanding anything to the contrary set forth hereinabove, Tenant shall not be required to perform any repairs which would otherwise be Landlord's obligation hereunder. In the event of a Landlord default beyond any such notice and cure period, Tenant shall be entitled to all remedies provided by state law.

Article 21. Service of Notice. Any notices, statements, demands, requests, consents, communications and certificates (all of which are generically referred to herein as "notices") given pursuant to this Lease shall be valid only if given in writing (except if any provision of this Lease expressly permits oral notice or other means of communication). Notices shall be deemed to have been duly given upon the earlier of: (i) actual receipt; (ii) one (1) business day after having been deposited for overnight delivery, fee prepaid, with a reputable overnight courier service, having a reliable tracking system; or (iii) three (3) business days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by certified mail, postage prepaid, return receipt requested. Rejected or refused delivery shall constitute valid delivery, and any charges resulting therefrom shall be paid by the addressee of the rejected or refused delivery. Rent and other payments may be sent by regular first-class mail. If notice is to be given to Tenant, it shall be given at the following address: HAJOCA Corporation, 2001 Joshua Road, Lafayette Hill, Pennsylvania 19444, ATTN: Real Estate Department. If notice is to be given to Landlord, it shall be given at the following address: City of Costa Mesa, 77 Fair Drive, Costa Mesa, CA 92626, ATTN: Parks & Community Services Director. The person and place to which notice may be given may be changed from time to time by Landlord or Tenant respectively upon written notice to the other, effective five (5) days after delivery of such notice.

Article 22. Quiet Enjoyment. Landlord hereby covenants and agrees that, so long as Tenant is not in default of this Lease beyond applicable grace periods, Tenant shall at all times have the peaceable possession and quiet enjoyment of the Premises throughout the Term without any

hindrance, disturbance or ejection by Landlord, its successors, assigns or any other party claiming by, through or under Landlord, subject nevertheless to the terms and conditions of this Lease.

Article 23. Subordination and Non-Disturbance; Estoppel Certificates.

- a. Subordination. If the Premises is or becomes subject to a mortgage and a lender requires that this Lease be subordinate to that encumbrance, then this Lease shall be subordinate to that encumbrance. Notwithstanding the subordination to any mortgage provided for in this section, as long as Tenant is not in default in the payment of rent or the performance and observance of any covenant, condition, term or agreement to be performed and observed by Tenant under this Lease beyond any applicable grace or cure period this Lease provides Tenant, the holder of the mortgage shall not by virtue of such subordination under this section be entitled to disturb Tenant's right of possession of the Premises under this Lease. Landlord acknowledges and agrees that the lien of any existing or future mortgage will not cover Tenant's moveable trade fixtures or personal property located in or on the Premises.

Tenant shall, within fourteen (14) days after receipt of written notice from Landlord, execute such other and further instruments for assurances subordinating this Lease to the lien or liens of any such mortgages and making such modifications or clarifications to this Lease as shall be reasonably required by Landlord's mortgagee or proposed mortgagee if such modification does not increase either the obligations of Tenant or the rights and remedies of Landlord under this Lease.

Tenant shall, in the event of the sale or assignment of Landlord's interest in the Premises, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the demised Premises, attorn to the purchaser or foreclosing mortgagee and recognize such purchaser or foreclosing mortgagee as Landlord under this Lease, provided, such purchaser or foreclosing mortgagee agrees to abide by the terms of this Lease as though it was the Landlord.

- b. Estoppel Certificates. Each party agrees, without charge and at any time, within fourteen (14) days after written request of the other party, to certify by a written instrument duly executed, acknowledged and delivered to such other party or any other person, firm or corporation specified in such request: (1) as to whether this Lease has been modified or amended, and if so the substance and manner of such modification or amendment; (2) as to the validity and force and effect of this Lease; (3) as to the existence of any default hereunder; (4) with respect to Tenant, as to the existence of any offsets, counterclaims or defenses thereto on the part of Tenant; (5) as to the commencement and expiration dates of the Term; (6) as to the dates to which rental payments have been made; and (7) as to any other matters as may reasonably be so requested. Any such certificate may be relied upon by the addressee, and the party making the same shall be bound by the contents of such certificate.

Article 24. Holdover. Unless Landlord expressly consents in writing to Tenant's holding over, Tenant shall be unlawfully and illegally in possession of the Premises, whether or not Landlord accepts any rent from Tenant or any other person while Tenant remains in possession of the Premises without Landlord's written consent. In the event Tenant remains in possession of the Premises after the expiration or sooner termination of this Lease, it shall operate and be construed to be a tenancy from month-to-month only, at a monthly rental equal to a fifteen percent (15%) increase above the rental paid for the last month of the Term of this Lease, unless otherwise agreed

in writing, and otherwise subject to the conditions, provisions and obligations of this Lease insofar as the same are applicable to month-to-month tenancy. Written notice thirty (30) days in advance given by either party to the other shall constitute compliance with conditions of the month-to-month tenancy and establish the termination date of the holdover term.

Article 25. Governing Law. This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of California, and venue of any suit shall be in the county where the Premises are located. To the extent permitted by law, in connection with any claim, cause of action, proceeding or other dispute concerning this Lease, the parties expressly, intentionally and deliberately waive any right each may otherwise have to trial by jury.

Article 26. Partial Invalidity. If any term, covenant, condition or provision of this Lease, or the application thereof, to any person or circumstances shall at any time or to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, condition or provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Article 27. Interpretation. Wherever in this Lease the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The section headings used herein are for reference and convenience only and shall not alter the interpretation thereof. This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Any executed counterpart delivered by electronic mail, telephone facsimile, or similar electronic means, will have the same force and effect as an original counterpart. The parties hereto hereby acknowledge and agree that each party hereto is of equal bargaining strength, each such party has actively participated in the drafting, preparation and negotiation of this Lease, and any rule of construction to the effect that ambiguities are to be resolved against the drafting parties shall not apply in the interpretation of this Lease, or any portions hereof, or any amendments hereto.

Article 28. Entire Agreement; Amendment. This Lease (including the recitals and the exhibits, all of which are hereby incorporated by reference thereto) constitutes the entire agreement between the parties, and all prior agreements relating to the subject matter hereof, express, or implied, written or oral, are nullified and superseded hereby. Tenant and Landlord agree that neither is relying on any representations or agreements other than those contained in this Lease. This Lease shall not be amended, modified or supplemented, nor may any obligation hereunder be waived, orally. No such amendment, modification, termination or waiver shall be effective unless in a writing and signed by the both parties.

Article 29. Fees and Costs of Litigation. The substantially prevailing party in any litigation arising out of or in connection with this Lease shall be entitled to receipt of reasonable attorneys' fees and costs from the other party. The judge (or other arbiter of any litigation or proceeding) shall, in rendering a decision, be authorized and empowered to declare which party hereto is the "substantially prevailing party."

Article 30. Force Majeure. Landlord and Tenant shall be excused for the period of any delay in the performance of any obligations when prevented from so doing by causes beyond their reasonable control, including, but not limited to, civil commotion, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, war, acts of terrorism, inclement weather, fire, flood or acts of God. If either party relies on this clause as a reason for delay, such party must notify the other party in writing and provide an action plan intended to mitigate any occasioned delay.

Article 31. Parties. Except as otherwise provided herein, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, administrators, executors, successors and assigns.

Article 32. Time is of the Essence. Time is of the essence as to Tenant's obligations and Landlord's obligations contained in this Lease.

Article 33. Authority. Landlord represents and warrants that it has full right and authority to enter into and perform its obligation as Landlord under this Lease for the full Term.

Article 34. Broker. Landlord and Tenant each warrant and represent that it has not been represented by or negotiated with any broker in connection with this Lease and each party agrees to indemnify and hold the other party harmless if such warranty or representation is untrue.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Lease as of the day and year first above written.

TENANT:

**HAJOCA CORPORATION**

By:   
Livingston Biddle  
Manager – Real Estate  
Hajoca Corporation

LANDLORD:

**CITY OF COSTA MESA**

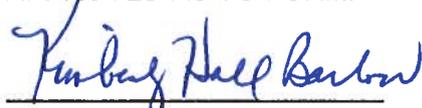
By:   
Name: Lori Ann Farmer  
Title: City Manager

ATTEST:

Brenda Green 10/15/19  
Brenda Green  
City Clerk



APPROVED AS TO FORM:

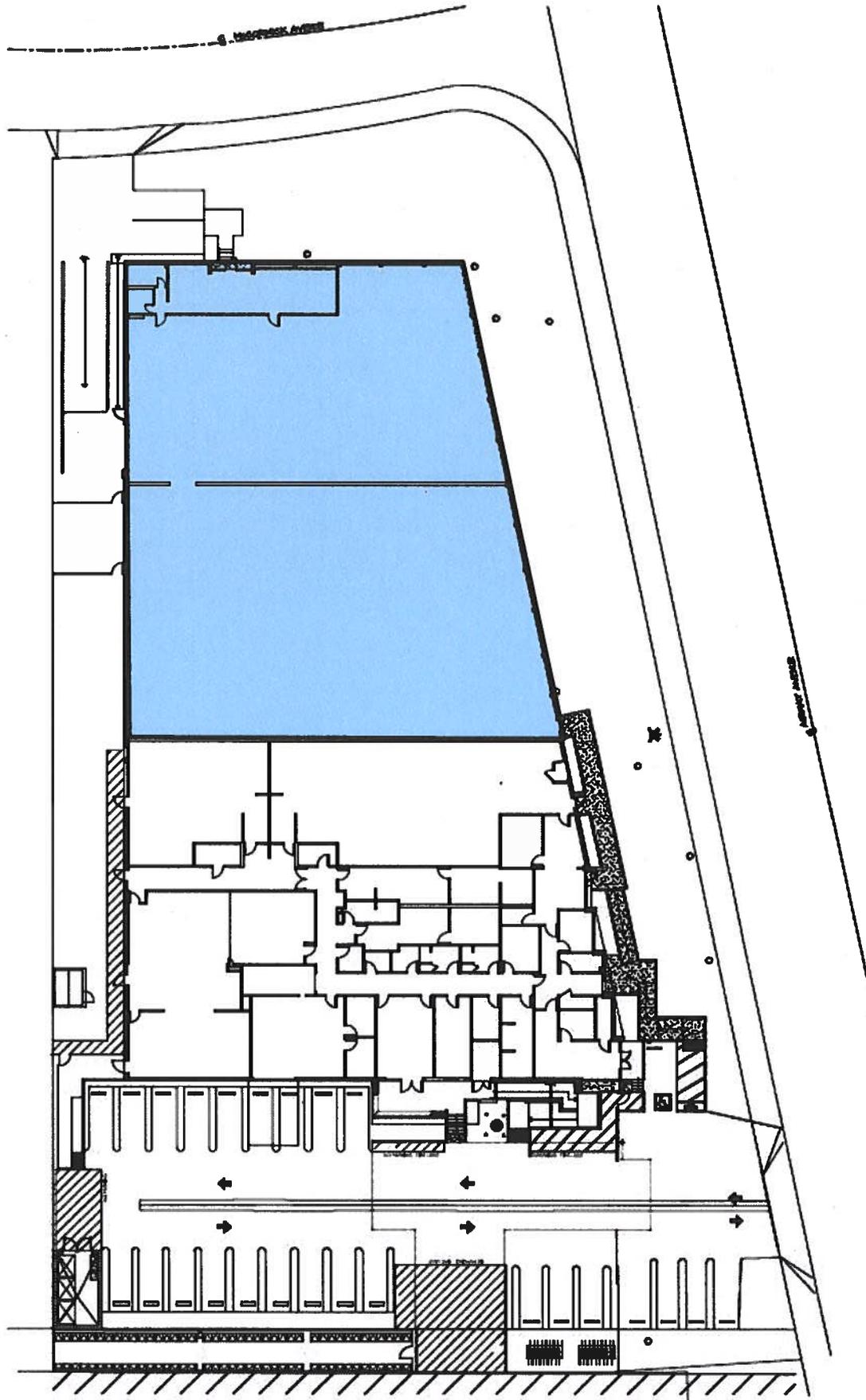
  
Kimberly Hall Barlow  
City Attorney

**EXHIBIT A**

THE PREMISES

*[Attach Depiction of Premises]*

EXHIBIT A  
THE PREMISES



**EXHIBIT B**

**DESCRIPTION OF INITIAL IMPROVEMENTS**

**[Attach description of Initial Improvements.]**

**EXHIBIT B**  
**DESCRIPTION OF INITIAL IMPROVEMENTS**

**3175 Airway Ave, Costa Mesa**

**Contractor Scope of Work for Warehouse Tenant**

1. Demolish and remove existing open "cage" storage room in middle of warehouse area and terminate an electrical in this area.
2. Demolish and remove existing demising full height wall and terminate electrical on demising wall.
3. Revise all electrical to be completely separated from other portion of the building.
4. Remove and replace all light fixtures in warehouse portion with new 4-foot LED standard quality fixtures.
5. Install fire alarm panel to the specification indicated in attachment.
6. Install new 8-foot-high chain link fence with privacy slats just past roof access ladder from the building to the property line.
7. Demolish illegal mezzanine level and all materials and access stairs, including sprinkler and electrical. Install new wood ladder to access mezzanine level.
8. Install new metal door to access side setback area. New door shall open in a reverse swing from existing and include all hardware that will allow a person to open the door with 5 lbs. pressure, per ADA standards.
9. Remove and replace office industrial carpet with similar standard carpet. Contractor to provide samples to client for color selection.
10. Contractor shall ensure that all light bulbs are functional in office area and all light panel covers are not cracked.
11. A thorough cleaning of the office and bathroom area shall be completed including the interior and exterior front entry windows. Bathrooms will include cleaning exhaust fans, floors, mirrors, toilets, sinks, etc. Warehouse floor to have final blow clean when construction work is completed.
12. Install new bathroom sink fixtures in both bathrooms similar to existing.
13. Install new wall board where existing is either missing or not attached to wall. Ensure venting pipes are closed/sealed prior to closing wall.
14. Install exhaust fan cover or replace entire exhaust fan if required.
15. Test existing HVAC system on roof and ensure it is functional.
16. Re-key front entry double door.