

THE GLENSHIRE/DEVONSHIRE RESIDENTS' ASSOCIATION, INC.

LEASE AGREEMENT

This Lease, dated January 1, 2021, (the "**Lease Date**") is made by and between Tyler Ross (dba Play Date Clubhouse) (the "Lessee"), and The Glenshire/Devonshire Residents' Association, Inc., a California nonprofit mutual benefit corporation (the "Lessor").

1. LEASE OF PREMISES. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor a portion of the Common Area clubhouse in Glenshire/Devonshire which is located 15726 Glenshire Drive, Truckee, California, but limited to the areas described in Exhibit "A" (collectively, the "Premises"). The Premises are part of the Common Area of the Glenshire/Devonshire common interest development (the "Development"), and Lessor intends to use the Premises as Common Area. Lessor is an "association", as that term is defined in Civil Code section 4080 with jurisdiction within the Development. This Lease shall be in full force and effect from the date it is signed by Lessor and Lessee.

Lessee may only use the Premise between the hours of 8:00 AM and 6:00 PM, Monday through Friday.

The following portions of Common Area in the Development **shall not be used** by Lessee: The pool, sports courts, trails, pond and area surrounding the pond, and any other area not permitted in Exhibit "A".

2. LEASE TERM

2.1 Initial Term. This Lease commences on the date it is signed, and shall expire on the first to occur of the following: March 31, 2021, **or** thirty (30) days after either party provides written notice to the other party of such party's intention to terminate this Lease for any reason, **or** upon termination in the event of a default of either party as set forth herein.

2.2 Additional Lease Term. If Lessee requests, Lessor **may** extend this Lease for an additional term of an amount of time determined by Lessor in its sole discretion, and subject to additional rent as set forth herein.

3. RENT. As rent for Lessee's occupancy and use of the Premises, Lessee shall pay to Lessor monthly rent in the amount of Two-Thousand Four Hundred dollars (\$2,400.00), plus eighty percent (80%) of the utility usage costs for the Premises during the Lease term, except as set forth in Section 3.2 below regarding utilities. Such amount shall be due for the first initial month upon signing this Lease, and then by the first day of each month thereafter, including in the event the Lease term is extended at the request of Lessee and in the sole discretion of Lessor. In the event Lessor terminates this Lease before the end of a calendar month, Lessee shall be given a pro-rata refund of the rent paid for that month.

3.1 Maintenance of the Premises. During the term of this Lease, Lessee shall pay all costs associated with the maintenance and repair of the Premises, including the parking area surrounding the Premises, and landscaping on the Premises, to the extent such maintenance is needed beyond the normal maintenance performed by Lessor for the Premises and is not performed directly by Lessee, such as cleaning. Payment under this paragraph shall be made by Lessee to Lessor upon receipt of an invoice from Lessor. Such additional work may include, without limitation, the use of professional cleaning services and work performed by the Association's staff or other service providers.

3.2 Utilities. Lessee shall be separately responsible for the payment of utilities for the Premises as set forth above, which will be due on the following first day of the month following the month they are billed to Lessor. The percentage of utilities shall be adjusted downward at Lessor's sole option upon determination of proportion of usage, with refund or credit for overpayment, if any.

4. SECURITY DEPOSIT. A security deposit in the amount of Two-Thousand Four Hundred dollars

(\$2,400.00) shall be submitted in two equal installments of One-Thousand Two Hundred dollars (\$1,200.00) on February 1, 2021, and March 1, 2021. The deposit may not be used as the payment for the final month of rent or utilities except with the express written approval of Lessor. Upon termination of the Lease, Lessor and Lessee shall promptly inspect the Premises as set forth in Section 7, and the cost to repair any damage (beyond reasonable wear and tear) will either be paid by Lessee, or taken from the deposit, and the remaining deposit, subject to deduction in the event of Lessee's non-delivery of gate materials as set forth in Section 5.1(i), will be returned to Lessee within five (5) days of such inspection and determination of the cost and method of payment of any repairs.

5. USE OF PREMISES

5.1 Permitted Uses and Requirements of Lessee. Lessee shall use and occupy the Premises solely for operating a daycare for residents of the Development only. Non-residents who live outside the Development may not be provided service by Lessee at the Premises. All employees of Lessee shall either be a resident of the Development, or shall be considered a guest of Lessee, and Lessee shall be responsible for the acts and omissions of such non-resident employees while they are at the Premises. In addition to the foregoing, the following restrictions and requirements shall apply to Lessee's use of the Premises:

- (a) Lessee shall provide Lessor with a list of last names of parents of all children (no children's names) and their address so that Lessor may confirm residency in the Development. Lessee shall notify Lessor within two (2) business days in the event of a change in this list. This list must be provided to Lessee upon execution of this Lease, and within two (2) business days of any changes to the list.
- (b) Lessee's use of the Premises shall be limited to sixteen (16) persons total pursuant to guidance for Cohorts by the California Department of Public Health, unless such guidance is changed, in which case the number may increase as permitted by Lessor in an amendment to this Lease.
- (c) Lessee shall do the following to maintain the premises in a neat, clean or orderly condition: all equipment, gear, toys and any other non-fixed items must be properly stored in closed containers at the end of each day. Any items left out may be discarded by Lessor. Lessee may have two enclosed storage structures in a location approved by Lessor. Lessee shall clean the premises at least two (2) times per week. Lessee may use cleaning supplies available within cabinets in the Clubhouse main floor but these will not be replenished by Lessor during the Lease term.
- (d) Lessee shall provide Lessor with a list of scheduled activities for the month by the first of each month.
- (e) All of Lessee's employees, contractors, and customers shall sign a release agreement prepared by Lessor in favor of Lessor of any and all claims.
- (f) Lessee shall provide Lessor with complete access to its video monitoring system covering indoor use in "public" areas (i.e., not restrooms or other locations with a reasonable expectation of privacy), and Lessee shall arrange for facilitation of recording and Lessor shall provide a hard drive for storage. Lessor shall be able to disable such video monitoring in the event Lessor is using the Premises for confidential purposes, such as Lessor's Executive Session meetings. Lessee shall relocate an outdoor camera to inside the Premises. Lessee shall post signs advising of such cameras, and shall also give notice of the same to all staff, invitees, customers, and contractors of Lessee entering the Premises.
- (g) Lessee is responsible for snow removal for access to the indoor use area (ramp and front steps) and from decks. Lessor shall mark areas where snow may slide from the clubhouse roof with stakes and caution tape.
- (h) Lessee and its invitees and workers shall comply with Lessor's no-idle zone policy.
- (i) Lessee shall deliver materials for the playground gate in serviceable condition on or before the last day of occupancy, or replacement cost shall be deducted from Lessee's deposit.
- (j) Any and all keys for the Premises may not be duplicated. Lessee shall notify Lessor of who possesses keys or codes, and no keys or codes may be provided to anyone not employed by Lessee. Any keys that may have previously been transferred must be recovered, and all keys to be returned on last day of

occupancy. Lessor may deduct from Lessee's deposit the amount of the cost of changing locks if any keys are not returned.

- (k) Lessee shall move all of its property out of Clubhouse downstairs area.
- (l) Lessee shall not turn the heat off entirely causing damage to pipes, but if this occurs, Lessee is responsible for the repair cost incurred by Lessor. Lessee shall not turn the heat down lower than 40 degrees Fahrenheit.

5.2 Lessee's Covenants. Lessee shall comply with all applicable federal, state and municipal laws, ordinances and regulations relating to Lessee's use of the Premises. Lessee shall not directly or indirectly make any use of the Premises which may be prohibited by any of the foregoing or which may be dangerous to persons or property, or which may increase the cost of insurance or require additional insurance coverage. Lessee agrees, at its sole expense, to comply with and conform to all of the rules, regulations and requirements of any fire insurance rating organization or similar organization and with all governmental authorities having jurisdiction thereof, present or future, relating in any way to the condition, use and occupancy of the Premises throughout the Lease term. Lessee shall not use or allow another person or entity to use any part of the Premises for storage, use, treatment, manufacture or sale of any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government, except that nothing herein shall prohibit Lessee from storing and using ordinary and customary office supplies, provided such storage and use is in accordance with all applicable laws, rules and regulations.

(a) COVID-19 Protocols: In addition to complying with all state, Federal or local laws, ordinances and regulations, guidelines and guidances relating to COVID-19 and Lessee's use of the Premise, Lessee shall comply with the COVID-19 protocols for Tahoe Truckee Unified School District (TTUSD). These protocols are those required by Lessor, but shall not be construed as legal or medical advice to Lessee regarding its legal obligations with respect to COVID-19, including without limitation the standard of care that must be met, whether the terms of such are medically sufficient to prevent the spread of COVID-19, or whether the terms of such meet the requirements or guidance from the State or other public health officials. It shall be Lessee's sole obligation to determine the appropriate actions necessary to ensure compliance with all legal requirements and/or guidance related to COVID-19, and Lessee is encouraged to seek legal and medical advice from the appropriate professionals or government officials.

5.3 Orderly Condition; Alterations. Lessee shall at all times keep the Premises neat and orderly. Lessee and Lessee's employees, agents, contractors and licensees shall not at any time place, leave or discard any rubbish, paper, articles, or objects of any kind whatsoever outside the doors of the Premises. Lessee shall not alter the Premises without the prior written consent of Lessor, and Lessee shall be solely responsible for the cost of restoring the Premises to their condition prior to making such alterations.

5.4 Quiet Enjoyment. So long as Lessee is not in default of any of its covenants and obligations under this Lease, Lessee shall be entitled to peaceful and quiet enjoyment of the Premises, subject to the terms and conditions of this Lease. Lessee acknowledges that Lessor (including its staff and agents, as well as its members, their tenants, and guests) may use the Common Area clubhouse and surrounding property at the same time as Lessee is occupying and using the Premises, and Lessee shall not unreasonably interfere with such uses of the Common Area outside of the Premises.

6. SERVICES PROVIDED BY LESSOR. Except as provided herein, Lessor shall furnish the following services to the Premises:

- (a) Lessor shall supply the following utilities: water, electricity, heat, internet, and sewer.
- (b) Lessor shall supply maintenance services to the Premises as well as landscape services. Any janitorial services within the Premises shall be at the sole cost and expense of the Lessee, to the extent not already being performed by Lessor.

7. **CONDITION OF PREMISES.** Lessor makes no representation or warranty regarding the condition of the Premises and Lessee accepts the Premises in their present condition. Lessee agrees to keep the Premises in good condition and repair and agrees to cooperate with Lessor with respect to Lessor's maintenance obligations. Lessee shall also be responsible for all damage to the Premises caused by the moving of Lessee' fixtures, furniture and equipment. Lessee shall promptly make, at Lessee' expense, all repairs in and to the Premises for which Lessee or any guest, employee or invitee of the Lessee is responsible. At least fifteen (15) days prior to the end of the Lease term, representatives of Lessor and Lessee shall inspect the Premises and reasonably cooperate with each other in the preparation of a punch list of items needing repair or restoration. All repairs and restoration shall be completed at the end of the Lease term at the Lessee's sole cost and expense.

8. SURRENDER

8.1 **Surrender of Premises.** At the termination of this Lease, by lapse of time or otherwise, Lessee shall surrender possession of the Premises to Lessor and deliver all keys to the Premises and all locks therein to Lessor, and shall, subject to Sections 9 and 10, return the Premises to the Lessor after, at Lessee's expense, restoring the Premises to their condition as of the Commencement Date, reasonable wear and tear excepted.

8.2 **Removal of Trade Fixtures and Personal Property.** Upon termination of this Lease or of Lessee's right to possession of the Premises, by lapse of time or otherwise, Lessee shall be entitled to remove its trade fixtures and other personal property, subject to the obligation to restore the Premises to their original condition, ordinary wear and tear excepted.

9. DAMAGE OR DESTRUCTION

9.1 **Repair by Lessor.** Lessor shall repair any damage to the Premises resulting from fire or any other casualty. In the event of significant damage to the Premises, Lessee shall promptly notify Lessor within 24 hours of such damage occurring. If the Premises or any portion of the Common Areas surrounding the Premises shall be damaged by fire or other casualty, Lessor shall promptly and diligently, subject to reasonable delays for insurance adjustment or other matters beyond Lessor's reasonable control, and subject to all other terms of this Section 9, restore the Premises and such Common Areas. Such restoration shall be to substantially the same condition of the Premises and such Common Areas prior to the casualty, except for modifications required by zoning and building codes and other laws or any other modifications to such Common Areas deemed desirable by Lessor. Lessee shall cooperate with Lessor in making such repairs, including vacating the Premises if necessary at Lessee's sole cost and expense, and without any adjustment in the monthly rent. Notwithstanding any other provision of this Lease, upon the occurrence of any damage to the Premises, Lessee shall assign to Lessor (or to any party designated by Lessor) all insurance proceeds payable to Lessee under Lessee's insurance required under Section 12 of this Lease, to the extent applicable to Lessor's restoration, and Lessor shall repair any injury or damage to the improvements at or in the Premises, whether or not installed by Lessee or previously existing, including the Lessee improvements installed in the Premises and shall return such improvements to their original condition. Lessor shall not be liable for any inconvenience or annoyance to Lessee or its visitors, or injury to Lessee's business resulting in any way from such damage or the repair thereof.

9.2 **Lessor's Option to Repair.** Notwithstanding the terms of Section 9.1 of this Lease, Lessor may elect not to rebuild and/or restore the Premises and/or the Common Areas and instead terminate this Lease by notifying Lessee in writing of such termination within thirty (30) days after the date of damage, such notice to include a termination date giving Lessee thirty (30) days to vacate the Premises.

9.3 **Waiver of Statutory Provisions.** The provisions of this Lease, including this Section 9, constitute an express agreement between Lessor and Lessee with respect to any and all damage to, or destruction of, all or any part of the Premises, and any statute or regulation of the State of California, including, without limitation, Sections 1932(2) and 1933(4) of the California Civil Code, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any other statute or regulation, now or hereafter in effect, shall have no application to this Lease or any damage or destruction to all or any part of the Premises.

10. EMINENT DOMAIN

10.1 Permanent Taking of Premises/Termination. In the event that the whole or a substantial part of the Premises shall be condemned or taken in any manner for any public or quasi-public use (or sold under threat of such taking), and as a result thereof, the remainder of the Premises cannot be used for the same purpose as prior to such taking, the Lease Term shall terminate as of the date possession is taken.

10.2 Condemnation Award. Lessor shall be entitled to receive the entire award, including the damages for the property taken and damages to the remainder, with respect to any condemnation proceedings affecting the Premises. Lessee agrees not to make any claim against Lessor or the condemning authority for any portion of such award or compensation, whether attributable to the value of any unexpired portion of the Lease Term, the loss of profits, goodwill, leasehold improvements or otherwise, Lessee irrevocably assigning any and all such claims to Lessor. Nothing herein shall be construed, however, to preclude Lessee from prosecuting any claim directly against the condemning authority for loss of business, loss of good will, moving expenses, damage to and the cost of removal of trade fixtures, furniture and other personal property belonging to Lessee, provided Lessee's claim does not interfere with the Lessor's claim.

11. WAIVER AND RELEASE

11.1 Release and Waiver. To the extent not expressly prohibited by law, Lessee releases Lessor, and their respective agents, partners, officers, directors, servants and employees, from and waives all claims for damages to person or property sustained by Lessee or by any occupant of the Premises, or by any other person, resulting directly or indirectly from, without limitation, fire or other casualty, cause or any existing or future condition, defect, manner or thing in the Premises, or any part thereof, or from any equipment or appurtenances therein, or from any accident in or about the Premises, or from any act or neglect of either Lessee or of any other person. All personal property belonging to Lessee or any occupant of the Premises that is in the Premises shall be there at the risk of Lessee or other person only and Lessor shall not be liable for damage thereto or theft or misappropriation thereof.

11.2 Indemnification. To the extent not expressly prohibited by law, Lessee agrees to defend, hold harmless and indemnify Lessor from and against any and all claims, losses, expenses and liabilities, including without limitation reasonable attorneys' fees, for injuries to all persons and damage to or misappropriation or loss of property occurring in or about the Premises due to theft or other crimes occurring in or about the Premises and for injuries to all persons and damage to or loss of property arising from Lessee's occupancy of the Premises or the conduct of any activity, work, or thing done, permitted or suffered by Lessee in or about the Premises, or from any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of Lessee to be performed pursuant to the terms of this Lease or due to any other act or omission of Lessee, its agents, employees, contractors, licensees, clients, customers or invitees. In the event any action or proceeding is brought against Lessor by reason of any such indemnified claims, losses, expenses and liabilities, then, upon notice from Lessor, Lessee covenants to defend such action or proceeding by counsel reasonably satisfactory to Lessor.

11.3 Lessee' Liability for Damage. If any damage to the Premises, or any equipment or appurtenance therein, whether belonging to Lessor, results from any act or neglect of Lessee, its agents, employees, guests or invitees, Lessee shall be liable therefor and Lessor may, at Lessor's option, repair such damage, and Lessee shall, upon demand by Lessor, reimburse Lessor for the total cost of such repairs in excess of amounts, if any, paid to Lessor under insurance covering such repairs. If Lessor elects not to repair such damage, Lessee shall promptly repair such damages at their own cost.

11.4 Survival. The provisions of this Section 11 shall survive the expiration or sooner termination of this Lease with respect to any claims or liability occurring prior to such expiration or termination.

12. INSURANCE

12.1 Lessee's Insurance. During the term of this Lease, Lessee shall maintain the following insurance on the Premises, its operations, and workers, and shall name Lessor and its managing agent as an additional named insured on such policies (except workers compensation):

(a) Fire and Casualty Insurance. A policy of fire and casualty insurance naming as parties insured the Association and containing the standard extended coverage and replacement cost endorsements and such other or special endorsements as will afford protection and insure, for the full insurable, current replacement cost of the Premises, without deduction for depreciation, and furniture and fixtures therein, but excluding foundations and excavation, as determined annually by the insurance carrier for or against the following:

- (i) Loss or damage by fire or other risks covered by the standard extended coverage endorsement.
- (ii) Loss or damage from theft, vandalism or malicious mischief.
- (iii) Such other risks, perils or coverage as Lessor may determine.

(b) Public Liability and Property Damage Insurance. A policy of comprehensive public liability and property damage insurance against any liability incident to the ownership and use of the Premises and including, if obtainable, a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured. The limits of such insurance shall not be less than Two Million dollars (\$2,000,000.00) per occurrence, and Four Million dollars (\$4,000,000) aggregate, covering all claims for death, personal injury and property damage arising out of a single occurrence including a Broad Form Commercial Liability endorsement covering the insuring provisions of this Lease and the performance by Lessee of the indemnity agreements set forth in Section 11 of this Lease.

(c) Worker's Compensation Insurance. A policy or policies of worker's compensation insurance and other forms of insurance as may from time to time be required by law or may otherwise be necessary to protect Lessor and the Premises from claims of any person who may at any time work on the Premises, whether as a servant, agent, or employee of Lessee or otherwise.

12.2 Form of Policies. The minimum limits of policies of insurance required of Lessee under this Lease shall in no event limit the liability of Lessee under this Lease. Such insurance shall (i) name Lessor and its managing agent, as additional insureds, (ii) specifically cover the liability assumed by Lessee under this Lease, including, but not limited to, Lessee's obligations under Section 11 of this Lease, (iii) be issued by an insurance company having a rating of not less than A+ in Best's Insurance Guide or which is otherwise acceptable to Lessor and licensed to do business in the State of California (iv) be primary insurance as to all claims thereunder and provide that any insurance carried by Lessor is excess and is non-contributing with any insurance requirement of Lessee; (v) provide that said insurance shall not be canceled or coverage changed unless thirty (30) days' prior written notice shall have been given to Lessor and the managing agent; and (vi) contain a cross-liability endorsement or severability of interest clause acceptable to Lessor. Lessee's insurance broker/agent shall deliver said policy or policies or certificates thereof to Lessor on or before the commencement date of this Lease and at least thirty (30) days before the expiration dates thereof.

12.3 Subrogation. Lessor and Lessee agree to have their respective insurance companies issuing property damage insurance waive any rights of subrogation that such companies may have against Lessor or Lessee, as the case may be. Lessor and Lessee hereby waive any right that either may have against the other on account of any loss or damage to their respective property to the extent such loss or damage is insured or required to be insured under this Lease under policies of insurance for fire and all risk coverage, theft, public liability, or

other similar insurance.

13. LESSEES' DEFAULT; LESSOR'S RIGHTS AND REMEDIES

13.1 Events of Default. The occurrence of any one or more of the following matters constitutes a default ("Default") by Lessee under this Lease:

- (a) Failure by Lessee to pay when due any rent or any other amounts due and payable by Lessee under this Lease; provided, Lessor shall not exercise any of its remedies with respect to said failure unless said failure continues for more than five (5) days after Lessor gives Lessee notice of such failure, and provided, further, that in addition to a notice under this Lease, any statutory notice shall suffice and constitute notice hereunder; if Lessee cures such failure within said five (5) day period, then said Default shall be deemed to have been cured and not be continuing;
- (b) Failure by Lessee to observe or perform any of the covenants in this Lease in respect to assignment, subletting or other transfers;
- (c) Abandonment of the Premises by Lessee;
- (d) Failure by Lessee to cure immediately after notice thereof from Lessor any hazardous condition that Lessee has created in violation of law or of this Lease;
- (e) Failure by Lessee to observe or perform any other covenant, agreement, condition or provision of this Lease, if such failure shall continue for five (5) days after notice thereof to Lessee by Lessor; provided, said five (5) day period shall be extended, but not beyond an additional fifteen (15) days, if Lessee commences to cure said failure within said five (5) day period, said failure is not capable of being cured within said five (5) day period, and Lessee diligently and continuously prosecutes the cure thereof to completion;

13.2 Remedies Upon Default. Upon the occurrence of a Default by Lessee, Lessor shall have, in addition to any other remedies available to Lessor at law or in equity, the option to pursue any one or more of the following remedies, each and all of which shall be cumulative and nonexclusive:

- (a) Lessor may terminate this Lease upon five (5) days' written notice, in which event Lessee shall surrender the Premises to Lessor after the fifth (5th) day, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Lessee and any other person who may be occupying the Premises, without being liable for prosecution or any claim or damages therefor; Lessor may recover from Lessee the worth at the time of award of any unpaid rent which has been earned at the time of such termination.
- (b) Lessor may enforce the provisions of this Lease and may enforce and protect the rights of Lessor hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including injunctive relief and recovery of all moneys due or to become due from Lessee under any of the provisions of this Lease. In the event of a dispute arising out of or related to this Lease, the prevailing party shall be entitled to recover its attorneys' fees and costs.

13.3 Remedies Cumulative. All of Lessor's rights and remedies under this Lease shall be cumulative with and in addition to any and all rights and remedies which Lessor may have at law or equity. Any specific remedy provided for in any provision of this Lease shall not preclude the concurrent or consecutive exercise of a remedy provided for in any other provision hereof.

14. NOTICES AND DEMANDS

14.1 Notices. All notices, demands, approvals, consents, requests for approval or consent or other communications in this Lease provided to be given, made or sent by either party hereto to the other ("Notice") shall be in writing and shall be deemed to have been fully given, made or sent when made by personal service, when received if sent by facsimile transmission or by email, one (1) business day after deposit with a national overnight courier service, in five (5) calendar days in the case of United States mail certified or registered and postage prepaid, and properly addressed as follows:

To Lessor: The Glenshire Devonshire Residents'
Association, Inc.
15726 Glenshire Drive
Truckee, CA 96161

To Lessee: Tyler Ross (dba Play Date Clubhouse)
16455 Glenshire Drive
Truckee, CA 96161

The address to which any Notice should be given, made or sent to either party may be changed by written notice given by such party as above provided.

15. MISCELLANEOUS

15.1 Binding Effect. All terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of and shall apply to the respective heirs, executors, administrators, successors, assigns and legal representatives of Lessor and of the Lessee.

15.2 Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State of California.

15.3 Force Majeure. Neither Lessor nor Lessee shall be deemed in default with respect to the failure to perform any of the terms, covenants and conditions of this Lease on its part to be performed (other than Lessee's obligation to pay all Rent when due), if such failure is due in whole or in part to any strike, lockout, labor dispute (whether legal or illegal), civil disorder, inability to procure materials, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, fuel shortages, accidents, casualties, Acts of God, acts caused directly or indirectly by the other party (or the other party's agents, employees, contractors, guests or invitees), or any other cause beyond the reasonable control of the party obligated to perform, so long as notice of the same is provided to the other party within ten (10) days of the occurrence of or first notice of such event, together with the estimated delay resulting therefrom. In such event, the time for performance shall be extended by an amount of time equal to the period of the delay so caused.

15.4 Liens. Lessee agrees not to suffer or permit any lien of any mechanic or materialman to be placed or filed against the Premises. In case any such lien shall be filed, Lessee shall satisfy and release such lien of record within five (5) days after receipt of notice thereof from Lessor or, if earlier, within five (5) days after Lessee has actual knowledge or notice of such lien filing. If Lessee shall fail to have such lien immediately satisfied and released of record, Lessor may, on behalf of Lessee, without being responsible for making any investigation as to the validity of such lien and without limiting or affecting any other remedies Lessor may have, pay the same and Lessee shall pay Lessor on demand the amount so paid by Lessor. Notwithstanding the foregoing, Lessee shall have the right to contest any such lien claim diligently and in good faith, and during such contest shall not be obligated to pay such lien claim, provided that Lessee is not in breach of any of its obligations under this Lease and Lessee, at its sole cost and expense, provides to Lessor, through Lessor's title insurer, a title insurance endorsement in form and substance acceptable to Lessor affirmatively insuring against any loss relating to such claim for the benefit of Lessor. Notwithstanding any such contest or title insurance, Lessee shall pay any such claim in full within five (5) days following the entry of an unstayed judgment or order of sale.

15.5 Assignment and Sublet. Lessee shall have no right to assign this Lease or sublet any portion of the Premises leased by Lessee hereunder without Lessor's prior written consent.

15.6 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturer or any association between Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of date below.

LESSOR:

**THE GLENSHIRE/DEVONSHIRE
RESIDENTS' ASSOCIATION, INC.,**
a California nonprofit mutual benefit
corporation

By: Claudia C. Hanson

Claudia C. Hanson
President

Date: January 5, 2020

By: _____

Secretary

Date: _____

LESSEE:

Tyler Ross (dba Play Date Clubhouse)

By: Tyler Ross
Tyler Ross

Date: Jan 8th 2020

Exhibit "A"

The following portions of the Clubhouse and surrounding property may be used by Lessee:

The main floor of the Clubhouse.

Use areas allowed outside main floor of Clubhouse:

- In front and on the side of the Clubhouse toward the tennis courts, ending at the nearest fence; and the clear area directly behind the tennis courts for snow play, ending at the line of boulders delimiting the vegetated open space.
- All other Lessor premises and grounds are excluded.