

CONTRACT BRIEF

Commercial Lease Agreement

Effective Date: January 1, 2027 | Governing Law: California law, with exclusive jurisdiction and venue in the state and federal courts located in Alameda County, California

Lease of office and warehouse space from Harbor Point Properties LLC to Redwood Supply Co. for distribution, storage, and shipping operations.

This brief is for convenience only. It is not part of the agreement and does not amend it. If this brief differs from the agreement, the agreement controls.

PREPARATION STATUS

This package was prepared by NOMOS document-generation software from the facts and drafting choices approved by the customer. Unless a separate written review confirmation states otherwise, it has not been reviewed or approved by an attorney or law firm.

PARTIES

Redwood Supply Co.

Harbor Point Properties LLC

GOVERNING LAW

California law, with exclusive jurisdiction and venue in the state and federal courts located in Alameda County, California

LEGAL AND PRACTICAL NOTICES

Consider having the final lease reviewed by California real-estate counsel before signing, especially for disclosure, recording, and local-law compliance matters.

The lease package does not include a broker commission, property management, or utility metering term because those items were not part of the confirmed deal terms.

AGREEMENT STRUCTURE

Parties and Recitals: Identifies the landlord and tenant and the basic purpose of the lease.

Premises: Defines the leased premises and included parking, yard, and loading features.

Term and Possession: States the five-year term, commencement date, and rent-free January 2027 period.

Base Rent and Operating Expenses: Sets the monthly base rent, pro-rata operating expense structure, estimates, reconciliation, grace period, and late fee.

Security Deposit: Addresses the \$29,000 security deposit and its permitted uses and return.

Permitted Use and Compliance: Limits use to Redwood's approved office, storage, distribution, and shipping purposes and requires lawful use.

Parking and Yard Rules: Gives Redwood use of the designated parking and yard areas subject to the approved operating rules.

Delivery Condition: Requires Harbor Point to deliver the premises in the agreed condition and addresses delayed delivery remedies.

Tenant Improvements: Covers the approved improvement scope, \$60,000 allowance, approval process, permits, and end-of-term treatment.

Maintenance and Repairs: Allocates structural, system, common-area, and premises-level repair obligations as approved.

Insurance and Indemnification: Sets each party's insurance obligations, additional insured and subrogation terms, certificates, and reciprocal indemnification.

Landlord Access: Permits landlord entry with at least 24 hours' notice for routine matters and immediately in emergencies.

Assignment and Subletting: Allows transfers with landlord consent not unreasonably withheld and permits affiliate and corporate transfers with notice.

Casualty Damage: Addresses repair, rent abatement, and termination rights following insured damage or destruction.

Environmental Covenants: Implements the landlord's disclosure obligation and Redwood's hazardous materials compliance and responsibility terms.

Renewal Option: Establishes Redwood's one five-year renewal option, notice period, and fair market rent appraisal procedure.

Early Termination: Provides Redwood's one-time early termination right and the lump-sum fee, allowance repayment, and other amounts due.

Default and Remedies: Sets cure periods, landlord remedies with mitigation and no automatic acceleration, and recovery of enforcement costs.

Tenant Self-Help and Offset: Allows Redwood's limited self-help repairs and offset for documented costs within the approved caps.

Surrender and Holdover: States Redwood's end-of-term surrender obligations and holdover rent at 150% of then-current base rent.

Subordination, Non-Disturbance, and Attornment: Addresses lease subordination, lender non-disturbance protection, and attornment as approved.

Notices: Specifies the approved notice addresses and general notice mechanics.

Governing Law and Forum: Applies California law and exclusive Alameda County state or federal jurisdiction and venue.

Attorneys' Fees and Damages Waiver: Implements reciprocal prevailing-party attorneys' fees and the agreed mutual waiver of consequential and related damages with approved carve-outs.

Execution and Signature Blocks: Contains authorized signature blocks for Laura Bennett on behalf of Redwood and Michael Grant on behalf of Harbor Point.