

**EXHIBIT H**

**TENANT'S ESTOPPEL CERTIFICATE**

DATE: 2/29/16

TENANT: BlueLine Rental, LLC

PREMISES: 1975 Galvez Ave. San Francisco  
APN 5250-016

LEASE DATE: Sept. 25, 2012

COMMENCEMENT DATE: Oct. 1, 2012

EXPIRATION DATE: Sept. 30, 2017

TERM IN MONTHS: 60 months

DATE RENT AND OPERATING EXPENSE PARKING:

PAYMENTS ARE DUE: 1<sup>st</sup> of month

OPTIONS: Check if you have any of these options or rights, and provide details in Sections 5 or 9 below.

Extension Option  
 Termination Option  
 Expansion Option  
 Purchase Option

CURRENT MONTHLY PAYMENTS: \$14,220.19

BASE RENTAL: \$13,400.00

TAXES: fiscal year 7/1/15 - 6/30/16 \$14,368.06

OP. EXP. CAP:

Check here if you have rental escalations and provide details in Section 6 below:

SECURITY DEPOSIT: \$13,400

THE UNDERSIGNED, AS TENANT OF THE ABOVE REFERENCED PREMISES ("PREMISES") UNDER THE LEASE DATED AS OF THE ABOVE-REFERENCED LEASE DATE, BETWEEN W.Y.L. Five Star Industries, Inc ("LANDLORD") AND TENANT, HEREBY CERTIFIES, ACKNOWLEDGES AND AGREES

FOR THE BENEFIT OF THE CITY AND COUNTY OF SAN FRANCISCO ("CITY"), AND ITS ASSIGNEES, AS FOLLOWS:

1. Accuracy. All of the information specified above and elsewhere in this Certificate is accurate as of the date hereof.

2. Lease. The copy of the Lease attached hereto as Exhibit A is a true and correct copy of the Lease. The Lease is valid and in full force and effect. The Lease contains all of the understandings and agreements between Landlord and Tenant and has not been amended, supplemented or changed by letter agreement or otherwise, except as follows (if none, indicate so by writing "NONE" below):

3. Premises. The Premises consist of 1975 Galvez Ave & all improvements, and Tenant does not have any options to expand the Premises except as follows (if none, indicate so by writing "NONE" below):

4. Acceptance of Premises. Tenant has accepted possession of the Premises and is currently occupying the Premises. There are no unreimbursed expenses due Tenant including, but not limited to, capital expense reimbursements.

5. Lease Term. The term of the Lease commenced and will expire on the dates specified above, subject to the following options to renew or unconditional rights to terminate the Lease (if none, indicate so by writing "NONE" below): 2 options to renew for 5 years each

6. No Defaults/Claims. To Tenant's knowledge, Landlord is not in default under any terms of the Lease, nor has any event occurred which with the passage of time (after notice, if any, required under the Lease) would become an event of default of Landlord under the Lease. To Tenant's knowledge, Tenant has no claims, counterclaims, defenses or setoffs against Landlord arising from the Lease, except those listed below (if none, indicate so by writing "NONE" below): See attached. Tenant is not entitled to any concession, rebate, allowance or free rent for any period after this certification, except those listed below (if none, indicate so by writing "NONE" below): none.

7. No Advance Payments. No rent has been paid in advance by Tenant except for the current month's rent.

8. No Purchase Rights. Tenant has no option to purchase, or right of first refusal to purchase, the Premises, the Property or any portion thereof (if none, indicate so by writing "NONE" below): none.

9. Notification by Tenant. From the date of this Certificate and continuing until, Tenant agrees to notify City immediately of the occurrence of any event or the discovery of any fact that would make any representation contained in this Certificate inaccurate as of the date hereof or as of any future date.

10. No Sublease/Assignment. Tenant has not entered into any sublease, assignment or any other agreement transferring any of its interest in the Lease or the Premises, except those listed below (if none, indicate so by writing "NONE" below): none.

11. No Notice. Tenant has not received notice of any assignment, hypothecation, mortgage, or pledge of Landlord's interest in the Lease or the rents or other payments payable thereunder, except those listed below (if none, indicate so by writing "NONE" below): See attached.



12. Hazardous Materials. Tenant has not used, treated, stored, disposed of or released any Hazardous Materials on or about the Premises or the Property. Tenant does not have any permits, registrations or identification numbers issued by the United States Environmental Protection Agency or by any state, county, municipal or administrative agencies with respect to its operation on the Premises, except for any stated below, and except as stated below no such governmental permits, registrations or identification numbers are required with respect to Tenant's operations on the Premises. For the purposes hereof, the term "Hazardous Material" shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA", also commonly known as the "Superfund" law), as amended, (42 U.S.C. Section 9601 et seq.) or pursuant to Section 25316 of the California Health & Safety Code; any "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; and petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids, and "source," "special nuclear" and "by-product" material as defined in the Atomic Energy Act of 1985, 42 U.S.C. Section 3011 et seq.

13. Reliance. Tenant recognizes and acknowledges it is making these representations to City with the intent that City, and any of its assigns, will fully rely on Tenant's representations.

14. Binding. The provisions hereof shall be binding upon and inure to the benefit of the successors, assigns, personal representatives and heirs of Tenant and City.

15. Due Execution and Authorization. The undersigned, and the person(s) executing this Certificate on behalf of the undersigned, represent and warrant that they are duly authorized to execute this Certificate on behalf of Tenant and to bind Tenant hereto.

EXECUTED BY TENANT AS OF THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

By:



\_\_\_\_\_  
[NAME]

VP + General Counsel

\_\_\_\_\_  
[TITLE]

By:

\_\_\_\_\_  
[NAME]

\_\_\_\_\_  
[TITLE]



**ATTACHMENT TO TENANT'S ESTOPPEL CERTIFICATE**

**Item 6. No Defaults/Claims.** It is the belief of Tenant that there might be a default pending as we have become aware that the Landlord has entered into negotiations to sell the Premises to the City of San Francisco and if so, the LL will have defaulted on its obligation to allow us to renew the term for two (2) optional five (5) year terms, as provided to us in Section 4 of the Original Lease.

**Section 11. No Notice.** Tenant has received notice of an intended sale or assignment of Landlord's interest in the Lease to the City of San Francisco.