TENANT'S ESTOPPEL CERTIFICATE

DATE: 12/29/2021

TENANT:

PREMISES:

LEASE DATE:

COMMENCEMENT DATE:

EXPIRATION DATE:

TERM IN MONTHS:

DATE RENT AND OPERATING EXPENSE PARKING:

PAYMENTS ARE DUE:

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

CURRENT MONTHLY PAYMENTS:

BASE RENTAL:

TAXES:

OP. EXP. CAP:

San Francisco, CA 3055 16th Street San Francisco, CA 94103 01/01/1996 01/01/1996

Nons

Extension Option Termination Option Expansion Option Purchase Option \$6,600 \$6,600 Monthly

THE UNDERSIGNED, AS TENANT OF THE ABOVE REFERENCED PREMISES ("**PREMISES**") UNDER THE LEASE DATED AS OF THE ABOVE-REFERENCED LEASE DATE, BETWEEN MAHADEVA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ("**LANDLORD**"), AND TENANT, HEREBY CERTIFIES, REPRESENTS AND WARRANTS TO THE CITY AND COUNTY OF SAN FRANCISCO ("CITY"), AND ITS ASSIGNEES, AS FOLLOWS:

1. <u>Accuracy</u>. 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. <u>Premises</u>. The Premises consist of <u>one Commercial Relaph</u>d Tenant does not have any options to expand the Premises except as follows (if none, indicate so by writing "NONE"):

4. <u>Acceptance of Premises</u>. 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. <u>Lease Term</u>. The term of the Lease commenced and will expire on the dates specified above, subject to the following options to renew or rights to terminate the Lease (if none, indicate so by writing "NONE"): <u>Month</u> TU Month

6. <u>Rental Escalations</u>. The current monthly base rental specified above is subject to the following escalation adjustments (if none, indicate so by writing "NONE"):

7. <u>No Defaults/Claims</u>. Neither Tenant nor Landlord under the Lease is 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 under the Lease. Tenant has no claims, counterclaims, defenses or setoffs against Landlord arising from the Lease, nor is Tenant entitled to any concession, rebate, allowance or free rent for any period after this certification. Tenant has no complaints or disputes with Landlord regarding the overall operation and maintenance of the property within which the Premises are located (the "**Property**"), or otherwise.

8. <u>No Advance Payments</u>. No rent has been paid in advance by Tenant except for the current month's rent.

10. 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.

11. <u>No Sublease/Assignment</u>. Tenant has not entered into any sublease, assignment or any other agreement transferring any of its interest in the Lease or the Premises.

12. <u>No Notice</u>. 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"):

13. 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 of this Certificate, the term "Hazardous Material" means 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 seg.

14. Intentionally Omitted.

15. <u>Reliance</u>. 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.

16. <u>Binding</u>. The provisions hereof shall be binding upon and inure to the benefit of the successors, assigns, personal representatives and heirs of Tenant and City.

17. <u>Due Execution and Authorization</u>. 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.

[SIGNATURE FOLLOWS]

EXECUTED BY TENANT ON THE DATE FIRST WRITTEN ABOVE.

By:	S
[NAME]	Jason Luo
[TITLE]	Secretary
By:	
[NAME]	
TITLE	ference and a second

EXHIBIT A

COPY OF LEASE