

LEASE AGREEMENT

This Lease Agreement ("**Lease**") is made and entered into this ___ day of April, 2026, ("**Lease Date**") by and between the **CITY OF MURRIETA**, a California municipal corporation ("**Landlord**"), and **CULTIVATING INCLUSION INC.**, a California non-profit corporation ("**Tenant**"). Landlord and Tenant are sometimes jointly referred to herein as the "**Parties**," and individually as a "**Party**."

RECITALS:

- A.** Landlord owns that certain property located at 39775 Alta Murrieta, in the City of Murrieta, County of Riverside, State of California ("**Landlord Property**") legally described on Exhibit A (APNs 912-032-022 and 912-020-001) which is currently designated as a park.
- B.** Pursuant to a license agreement executed in 2014 ("**Original Agreement**"), Landlord granted Tenant the exclusive right to use the portion of Landlord Property approximately 1.9 acres and depicted on Exhibit B ("**Demised Premises**") for use as a community garden project which includes providing for free (i) environmental education programs for special needs persons, (ii) farming education programs for special needs person, (iii) encouraging schools to develop classroom gardens, (iv) horticultural therapy, (v) food donations to locate food banks as well as other aspects of Tenant's mission as a non-profit entity ("**Community Garden Project**").
- C.** Over the years, Tenant has improved the Demised Premises with fencing, planted plants, crops and trees, and paid the operating costs of the Community Garden Project.
- D.** The Parties wish to continue the Community Garden Project on the Demised Property in accordance with the terms and obligations set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

AGREEMENT

1. LEASE.

- 1.1. Leased Premises.** Upon the terms and conditions set forth herein, Landlord leases to Tenant and Tenant leases same from Landlord for the Permitted Use (as defined in Section 2) (i) the exclusive use of the Demised Premises; (ii) the non-exclusive right to use existing paths and parking on the Landlord Property; and (iii) the water and electrical lines previously installed by Landlord to serve the Demised Premises ("**Leased Premises**").
- 1.2. Condition.** Tenant acknowledges that (i) it has been in possession and control of the Demised Premises since 2014; (ii) the Leased Premises are in good and tenable condition; (iii) neither Landlord nor any of employees or agents has made any representations or warranties in connection with the physical condition of the Leased Premises; and (iv) Tenant accepts the Demised Premises in "AS-IS" condition and agrees that Landlord shall not be obligated to make any alterations, additions or improvements thereto.

1.3. Statutory Disclosure Notice. Pursuant to California Civil Code Section 1938, Landlord provides the following statutory notice to Tenant:

“A Certified Access Specialist (CAsp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CAsp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CAsp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CAsp inspection, the payment of the fee for the CAsp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.”

2. USE.

2.1. Sole Use. Tenant shall use the Leased Premises solely to operate the Community Garden Project (“**Permitted Use**”) in accordance with the rules and regulations reasonably imposed by Landlord from time to time (“**Rules and Regulations**”). Tenant shall have the right to allow third parties to access and use the Leased Premises as follows: (i) Tenant’s employees and volunteers; (ii) persons who are participants or volunteers in the Community Garden Project to access the Leased Premises to garden specified portions of the Demised Premises (“**Participants**”); and (ii) contractors or agents necessary for the performance of Tenant’s obligations under Section 4. Tenant shall have access to the Leased Premises during daylight hours. In any circumstance where access cannot be allowed, barring an emergency situation, Landlord will give Tenant at least three (3) days’ prior notice (i.e. maintenance of parking lot or construction projects).

2.2. Compliance with Law. Tenant shall, at its sole cost and expense, promptly comply with all state, federal and/or local laws, statutes, ordinances and other governmental rules, regulations or requirements now in force or which may hereinafter be enacted or promulgated, relating to, or affecting Tenant’s use or occupancy of the Leased Premises.

2.3. Prohibitions. Tenant shall not cause, maintain or permit any nuisance in or about the Leased Premises, nor commit or suffer to be committed any waste or storage of any environmental hazardous materials in or upon the Leased Premises. Tenant shall not do or permit anything to be done in or about the Leased Premises, nor bring or keep anything therein, which will in any way increase the existing rate of or affect any fire or other insurance upon the Leased Premises, or part thereof, or the contents of the Leased Premises, or cause cancellation of any insurance policy covering the Leased Premises, or part thereof, or its contents. Tenant and its employees and Participants are expressly prohibited from using, allowing to be used or bringing any illegal drug or narcotic (under either Federal or state law) onto the Leased Premises.

3. TERM.

3.1. Original Term. This Lease shall commence on March 27, 2025 (“**Effective Date**”) and terminate on April 30, 2029 (“**Termination Date**”). The period between the Effective Date and the Termination Date is hereinafter referred to as the “**Original Term.**” As of the Effective Date the Original Agreement shall terminate except for all Tenant indemnity obligations which will remain in effect.

3.2. Negotiation of Extension. No earlier than one hundred-eighty (180) days and no later than ninety (90) days prior to expiration of the Original Term, the Parties shall meet and confer in good faith to negotiate a continuation of this Lease for an additional period and the terms thereof. However, neither Party shall be required to continue this Lease beyond the Original Term, or be required to negotiate for more than ninety (90) days, and neither Party shall be prevented from exercising any rights of a Party solely because of such negotiations.

4. CONSIDERATION; NO SECURITY DEPOSIT.

4.1. General Consideration. As consideration for the use of the Leased Premises (rather than the payment of any monthly rent), Tenant shall, at its own cost and expense for the benefit of the community:

- i. Continually operate the Community Garden Project Monday through Friday from 9-11 am (subject to inclement weather) or on days and hours mutually agreed to by the Parties.
- ii. Provide the expertise and personnel necessary to support and operate the Community Garden Project.
- iii. Reasonably monitor all use of the Leased Premises and enforce the Rules and Regulations.

Tenant represents and warrants to Landlord that (i) Tenant is exempt from federal income taxation pursuant to Internal Revenue Code Sections 501(c)(1) and/or 501(c)(3) and applicable California law ("**Tax Exempt Entity**"); and (ii) Tenant's use of the Leased Premises for the Community Garden Project is a community benefit and is tax exempt.

4.2 No Security Deposit. Tenant has not provided a security deposit to Landlord.

5. MAINTENANCE OBLIGATIONS.

5.1. Tenant. Tenant shall maintain the Leased Premises in good and safe condition including, but not limited to, all fences and gates, all landscaping, vegetable plants, trees, flowers and other improvements on the Leased Premises. Tenant, at its cost and expense, shall be solely responsible for all trash removal. Tenant shall have sole responsibility for the security of the Leased Premises. Tenant shall comply with all water and electricity conservation rules imposed by Landlord and shall promptly notify Landlord of any breach in the water or electrical lines. Tenant further agrees that upon the expiration or sooner termination of this Lease, Tenant will surrender the Leased Premises in good condition and repair.

5.2. Landlord. Landlord shall (i) maintain Landlord Property (other than the Demised Premises) in good condition and repair, and (ii) allow Tenant reasonable access to the Leased Premises across existing roads and parking. Landlord shall provide water and electricity to the Leased Premises at its sole cost and expense.

6. TAXES.

6.1. Mandatory Disclosure regarding Possessory Interest Taxes. Notice is hereby given to Tenant pursuant to California Revenue and Taxation Code Section 107.6 and Health and Safety Code Section 33673 that the interest of Tenant created in the Leased Premises pursuant to this Lease may be subject to real property taxation and accordingly Tenant may

be subject to the payment of property taxes levied on said possessory interest unless Tenant otherwise qualifies for an exemption. It is Tenant's obligation to secure any such exemption.

6.2. Personal Property Taxes. During the Term, to the extent that any personal property tax is assessed against and levied upon fixtures, furnishings, equipment and all other personal property of Tenant contained in the Leased Premises, Tenant shall pay prior to delinquency all such taxes, and when possible Tenant shall cause said fixtures, furnishings, equipment and other personal property to be assessed and billed separately from the Leased Premises.

7. IMPROVEMENTS. Tenant shall not make any improvements to the Leased Premises without the prior written consent of Landlord which may be granted in Landlord's sole discretion. For purposes of this section, improvements shall not include plants, trees and other similar vegetation and flora or wooden containers for same. If Landlord grants Tenant permission to make improvements, Landlord may impose conditions to same as it shall determine in its discretion. Upon termination of this Lease, all improvements shall become the property of Landlord. No signs may be erected at the Leased Premises without Landlord's prior written consent and any such consent shall require compliance with the municipal code of the City of Murrieta. Any signs existing on the Leased Premises as of the Effective Date of this Lease are approved.

8. INDEMNIFICATION.

8.1. Tenant's Indemnity. Tenant shall indemnify, protect and hold Landlord and its employees, agents, members and volunteers harmless from and against any and all liabilities, claims and/or losses arising, directly or indirectly, entirely or in part, out of (1) any injury to any person occurring on the Leased Premises except to the extent caused by the negligence or intentional misconduct of Landlord, Landlord's agents, employees, members, volunteers or invitees, or (2) any injury to any person occurring on the designated parking area, if such injury is alleged to arise out of the person's presence there in connection with the Leased Premises and if such injury is not alleged to result from the condition of the designated parking area, or (3) Tenant's breach or default in the performance of any obligation of Tenant under this Lease. If any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon receipt of written notice from Landlord, shall defend the same, at Tenant's expense. Notwithstanding anything in this Lease to the contrary, the foregoing covenants under this Section shall be deemed continuing covenants for the benefit of Landlord and shall survive the expiration of this Lease but only to the extent that the causes giving rise to Landlord's obligations under this Section occur before the expiration of this Lease. The duty of Tenant to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code.

8.2. Landlord's Indemnity. Landlord shall indemnify, protect and hold Tenant and its employees, agents, invitees, and Participants harmless from and against any and all liabilities, claims and/or losses of any kind arising, directly or indirectly, entirely or in part, out of (1) any occurrence within Landlord's Property regardless of the cause except to the extent caused by the negligence or intentional misconduct of Tenant, its volunteers, agents or employees or Participants, and except for any injury to any person occurring on the designated parking area, if such injury is alleged to arise out of the person's presence there in connection with the Leased Premises and if such injury is not alleged to result from the condition of the designated parking area, (2) any occurrence on Landlord Property to the extent caused by the negligence or intentional misconduct of Landlord, Landlord's agents, employees, members, volunteers or invitees, or (3) the acts or omissions of Landlord, its authorized representatives, members,

volunteers, contractors, licensees and/or invitees. If any action or proceeding is brought against Tenant by reason of any such claim, Landlord, upon receipt of written notice from Tenant, shall defend the same, at Landlord's expense. Notwithstanding anything in this Lease to the contrary, the foregoing covenants under this Section shall be deemed continuing covenants for the benefit of Tenant and shall survive the expiration of the Lease, but only to the extent that the causes giving rise to Landlord's obligations under this Section occur before the expiration of this Lease. The duty of Landlord to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code.

8.3. Miscellaneous. Any acceptance by a Party of insurance certificates and endorsements does not relieve the other Party from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause also shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

9. INSURANCE. Tenant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to Landlord during the entire Term, and any extension thereof, the following policies of insurance and comply with the specified requirements.

9.1. Personal Property Insurance. Throughout the Term, and any extensions thereof, Tenant shall, at its sole cost and expense, maintain fire and extended coverage insurance written on a per occurrence basis on its trade fixtures, equipment, personal property and inventory within the Property from loss or damage to the extent of their full replacement value.

9.2. Commercial General Liability Insurance. Tenant shall keep or cause to be kept in full force and effect, for the mutual benefit of Landlord and Tenant, comprehensive broad form commercial general public liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate, for bodily injury, personal injury, and property damage arising from the use, occupancy, disuse, or condition of the Property, improvement, adjoining areas or ways, including without limitation, blanket contractual liability.

9.3. Worker's Compensation Insurance. Tenant shall, at its sole cost and expense, maintain a policy of Worker's Compensation Insurance in such amount as will fully comply with the laws of the State of California.

9.4. Policy Form, Contents and Insurer. All insurance required by express provision of this Lease shall be carried only in responsible insurance companies licensed to do business in the State of California. All such policies shall contain language to the effect that: (1) the policies are primary and noncontributing with any insurance that may be carried by Landlord; (2) they cannot be canceled or materially altered except after thirty (30) days' notice by the insurer to Landlord; and (3) shall list Landlord, its officers, agents and employees as additional insureds. The insurers shall waive all rights of contribution they may have against Landlord, its officers, employees and agents and their respective insurers. Prior to the Effective Date, Tenant shall provide Landlord with certificates of insurance or appropriate insurance binders together with full copy of the policies evidencing the above insurance coverages written by insurance companies with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide. In the event any of said policies of insurance are cancelled or expire, Tenant shall, prior to the cancellation or expiration date, submit new evidence of insurance in conformance with this Section to Landlord. Tenant may effect for its own account any insurance not required under this Lease. Upon thirty (30) days prior written notice, Landlord may modify or add

additional requirements and may increase the amount of coverage required.

9.5. Failure to Maintain Insurance; Proof of Compliance. If Tenant fails or refuses to procure or maintain insurance required by this Lease, or fails or refuses to furnish Landlord with required proof that the insurance has been procured and is in full force and paid for, Landlord shall have the right but not the obligation, at Landlord's election and on ten (10) days' notice, to procure and maintain such insurance. The premiums paid by Landlord shall be treated as rent due from Tenant with interest at the rate of ten percent (10%) per year or the maximum allowable legal rate in effect in the State of California on the date when the premium is paid, whichever is higher, to be paid on the first day of the month following the date on which the premium was paid. Landlord shall give prompt notice of the payment of such premiums, stating the amounts paid and the names of the insurer or insurers, and interest shall run from the day of the notice. Notwithstanding that Landlord may secure policies under this Section, the failure of Tenant to obtain and maintain insurance under this Lease shall also constitute a material default by Tenant.

10. DEFAULT; REMEDIES.

10.1. Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant ("**Default**")

- (i) Ceasing to continually use the Leased Premises as the Community Garden Project.
- (ii) Use of the Property for any purpose in violation of this Lease.
- (iii) Vacating or abandonment of the Leased Premises by Tenant.
- (iv) Tenant ceases to be a Tax Exempt Entity.
- (v) Failure to provide insurance as set forth in this Lease Agreement.
- (vi) Failure by Tenant to observe or perform any covenants, conditions or provisions of this Lease, if the failure to perform is not cured within ten (10) days of receiving written notice of the default from the Landlord. If the default cannot be reasonably cured within ten (10) days, Tenant shall not be in default of this Lease if Tenant commences to cure the default within the ten (10) day period and diligently and in good faith continues to cure the default.
- (vii) The making by Tenant of any general assignment for the benefit of creditors.
- (viii) Filing of a voluntary or involuntary petition in bankruptcy or the adjudication of Tenant as bankrupt.

Any notice required to be given by Landlord under this Section shall be in lieu of and not in addition to any notice required under Section 1161 of the California Code of Civil Procedure.

10.2. Remedies. In the event of any such default or breach by Tenant, Landlord may at any time thereafter, without further notice or demand, rectify or cure such default, and any sums expended by Landlord for such purposes shall be paid by Tenant to Landlord upon demand and as additional rental hereunder. In the event of any such default or breach by Tenant, Landlord shall have the right (i) to continue the lease in full force and effect and enforce all of its rights and remedies under this Lease, including the right to recover the rental as it becomes due under this Lease, or (ii) Landlord shall have the right at any time thereafter to elect to terminate the Lease and Tenant's right to possession thereunder. Upon such termination, Landlord shall

have the right to recover from Tenant:

- a. The worth at the time of award of the unpaid rental which had been earned at the time of termination;
- b. The worth at the time of award of the amount by which the unpaid rental which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided;
- c. The worth at the time of award of the amount by which the unpaid rental for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; and
- d. Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under the lease or which in the ordinary course of things would be likely to result therefrom.

The "**worth at the time of award**" of the amounts referred to in subparagraphs (i) and (ii) above shall be computed by allowing interest at three percent (3%) over the prime rate then being charged by Bank of America, N.A. but in no event greater than the maximum rate permitted by law. The worth at the time of award of the amount referred to in subparagraph (iii) above shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%), but in no event greater than ten percent (10%).

As used herein "**rental**" or "**rent**" shall be the fair market rental of the Leased Premises, including the other sums payable hereunder which are designated "**rent**", "**rental**" or "**additional rental**" and any other sums payable hereunder on a regular basis.

Such efforts as Landlord may make to mitigate the damages caused by Tenant's breach of this Lease shall not constitute a waiver of Landlord's right to recover damages against Tenant hereunder, nor shall anything herein contained affect Landlord's right to indemnification against Tenant for any liability arising prior to the termination of this Lease for personal injuries or property damage, and Tenant hereby agrees to indemnify and hold Landlord harmless from any such injuries and damages, including all attorney's fees and costs incurred by Landlord in defending any action brought against Landlord for any recovery thereof, and in enforcing the terms and provisions of this indemnification against Tenant.

Notwithstanding any of the foregoing, the breach of this Lease by Tenant, or an abandonment of the Leased Premises by Tenant, shall not constitute a termination of this Lease, or of Tenant's right of possession hereunder, unless and until Landlord elects to do so, and until such time Landlord shall have the right to enforce all of its rights and remedies under this Lease, including the right to recover rent, and all other payments to be made by Tenant hereunder, as they become due. Failure of Landlord to terminate this Lease shall not prevent Landlord from later terminating this Lease or constitute a waiver of Landlord's right to do so, including the prosecution of any unlawful detainer action against Tenant.

10.3 No Waiver. The waiver by Landlord of any term, covenant or condition shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition in this Lease. Acceptance of late payment of Rent by Landlord shall not be deemed a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease.

10.4 Entry and Inspection. Tenant shall permit Landlord and its agents to enter into and upon the Leased Premises at all reasonable times for the purpose of inspecting the same for

compliance with applicable municipal or other laws, rule, and regulations, for the purpose of assuring that Tenant is complying with the terms and conditions of this Lease, for the purpose of confirming maintenance of the Leased Premises as required by this Lease, and/or to evaluate the completion of work requested and undertaken by Tenant (including compliance with correction notices, if any), or for the purpose of posting notices of non-liability for alterations, additions or repairs, or for the purpose of placing upon the Leased Premises any usual or ordinary signs or any signs for public safety as determined by Landlord. Landlord shall be permitted to do any of the above without any liability to Tenant for any loss of occupation or quiet enjoyment of the Leased Premises.

10.5 Landlord's Default. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Leased Premises whose name and address shall have theretofore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be deemed in default if Landlord commences performance within a (30) day period and thereafter diligently prosecutes the same to completion. Tenant shall have the right to terminate this Lease as a result of Landlord's default but not to any damages.

11. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease or sublet all or any portion of the Leased Premises, without the prior written consent of Landlord, which consent may be withheld at the sole and unfettered discretion of Landlord. For purposes of this Lease, an assignment shall be deemed to include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Tenant, taking all transfers into account on a cumulative basis. Landlord shall be under no obligation to consider a request for Landlord's consent to an assignment until Tenant shall have submitted in writing to Landlord a request for Landlord's consent to such assignment together with audited financial statements of Tenant and the proposed assignee, evidence that the proposed assignee is a non-profit entity, a history of the proposed assignee's business experience and such other information as required by Landlord.

12. GENERAL PROVISIONS.

12.1. Subordination of Lease. Landlord reserves the right to subordinate this Lease at all times to a lien or mortgage now or hereafter placed on Landlord's Property. Tenant agrees to execute and promptly deliver upon reasonable notice, any instrument or document subordinating this Lease to the lien of any such mortgage or mortgages as shall be desired by Landlord and Landlord's mortgagee.

12.2. Entire Agreement. This Lease constitutes the entire agreement between the Parties and supersedes any and all other prior agreement, either oral or written, between Landlord and Tenant pertaining to Leased Premises including the Original Agreement except with respect to the indemnity obligations of Tenant which will continue to survive and be incorporated into this Lease.

12.3. Quiet Possession. Landlord covenants that Tenant, on the performance of the promises, conditions and covenants set forth in this Lease, shall and may peacefully and quietly have, hold and enjoy the Leased Premises for the Term of this Lease.

12.4. Authority. Each Party signing this Lease represents and warrants to the other that it has the authority to enter into this Lease, that the execution and delivery of this Lease has

been duly authorized, and that upon such execution and delivery this Lease shall be binding upon and enforceable against the Party.

12.5. Amendment. This Lease shall only be amended, revised, modified or terminated by written agreement executed by both Parties.

12.6. Binding Effect. This Lease shall be binding on the Parties, their representatives, successors, and assigns.

12.7. Governing Law. This Lease shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of California. If any legal action is necessary to enforce the terms and conditions of this Agreement, the Parties agree that a court of competent jurisdiction in the County of San Bernardino shall be the sole venue and jurisdiction for the bringing of such action.

12.8. Attorney's Fees. If either Party commences litigation against the other under this Lease, the prevailing Party shall be entitled to recover from the other Party such costs and reasonable attorneys' fees as may have been incurred, including any and all costs incurred in enforcing, perfecting and executing such judgment.

12.9. Notices. Any notice herein required or permitted to be given shall be deemed given (i) three (3) days following the date the same is mailed, by United States certified mail, postage prepaid, return receipt requested, properly addressed to the Party; or (ii) one (1) day following the date the same is mailed by a national overnight delivery service prepaid and delivery receipt requested, properly addressed to the Party. Notices personally delivered shall be deemed given as of the date of personal delivery. Until changed, as hereinafter provided, notices and communications to the Parties shall be addressed as follows:

To Landlord: City of Murrieta
1 Town Square
Murrieta, CA 92562
Attn: City Manager

With Copy to: City of Murrieta
1 Town Square
Murrieta, CA 92562
Attn: City Attorney

To Tenant: Cultivating Inclusion Inc.
31430 Loma Linda Road
Temecula, CA 92592
Attn: Mary Anne Tams

With Copy to: Cultivating Inclusion Inc.
45754 Corte Mislanca
Temecula, CA 92592
Attn: Teri George

8.10. MISCELLANEOUS. The provisions contained herein shall not be construed in favor of or against either Party, but shall be construed as if both Parties prepared this Lease. The masculine and neuter genders, the singular number and the present tense shall be deemed to include the feminine gender, the plural number and past and future tense, respectively, where the context so requires. The headings contained in this Lease are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Lease.

The invalidity or unenforceability of any particular provision of this Lease shall not affect the validity or enforceability of the other provisions. In the event of invalidity or unenforceability of a particular provision, this Lease shall be construed in all respects as if the invalid or unenforceable provisions were omitted. Either Party's waiver of any breach of any provision contained in this Lease shall not be deemed to be a waiver of the same provision for subsequent acts of the other Party. Each Party's performance under this Agreement shall be excused to the extent that such performance is hindered, delayed or made commercially impractical by causes beyond that party's reasonable control.

- 8.11. **Counterparts.** This Lease may be executed in several counterparts of which each shall be deemed a duplicate original but all of which shall constitute a single document.
- 8.12. **Exhibits.** Exhibits A & B attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the Lease Date.

TENANT:

CULTIVATING INCLUSION INC,
a California non-profit corporation

By: _____
Mary Ann Tams,
Chief Executive Officer

By: _____
Teri George
Chief Financial Officer

LANDLORD:

CITY OF MURRIETA, a California municipal
corporation

By: _____
Justin Clifton, City Manager

ATTEST

Cristal McDonald, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Tiffany Israel, City Attorney

EXHIBIT "A"
LANDLORD PROPERTY

Landlord Property is located at 39775 Alta Murrieta, in the City of Murrieta, County of Riverside, and is also referred to as Assessor Parcel Numbers 912-020-001 and 912-032-022, State of California legally described as follows:

LOT 84, OF TRACT 21716, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 178, PAGES 78 THROUGH 82 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 84; THENCE SOUTH 48° 41' 59" WEST (RECORDED AS NORTH 48° 05' 35" EAST) ALONG THE NORTHWESTERLY LINE OF SAID LOT 84, A DISTANCE OF 50.00 FEET TO A POINT THEREIN FOR THE TRUE POINT OF BEGINNING; THENCE SOUTH 20° 29' 25" EAST, A DISTANCE OF 35.30 FEET TO A POINT IN A LINE PARALLEL WITH AND LYING 33.00 FEET SOUTHEASTERLY, MEASURED AT A RIGHT ANGLE, FROM SAID NORTHWESTERLY LINE OF SAID LOT 84; THENCE SOUTH 48° 41' 59" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 322.70 FEET; THENCE SOUTH 41° 18' 01" EAST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 48° 41' 59" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 41° 18' 01" WEST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 48° 41' 59" WEST, A DISTANCE 113.18 FEET; THENCE SOUTH 32° 41' 59" WEST, A DISTANCE OF 72.56 FEET; THENCE SOUTH 48° 41' 59" WEST, A DISTANCE OF 138.58 FEET; THENCE SOUTH 78° 22' 22" WEST, A DISTANCE OF 113.74 FEET TO A POINT OF INTERSECTION WITH SAID NORTHWESTERLY LINE OF LOT 84; THENCE NORTH 48° 39' 56" EAST ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 295.27 FEET TO AN ANGLE POINT THEREIN; THENCE NORTH 48° 41' 59" EAST ALONG SAID NORTHWESTERLY LINE A DISTANCE OF 500.19 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM ALL OIL GAS MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET WITHOUT ANY RIGHT TO ENTER UPON THE SURFACE OR THE SUBSURFACE OF SAID LAND ABOVE A DEPTH OF 500 FEET, AS PROVIDED IN INSTRUMENTS OF RECORD.

**EXHIBIT B
LOCATION OF DEMISED PREMISES.**

The Demised Premises is shown in yellow below:

