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OAKLAND PEACE CENTER

OFFICE SPACE USAGE AGREEMENT

This Office Space Usage Agreement ("Agreement") is entered into as of 10/7/2026 by and between **Oakland Peace Center ("OPC")**, a California nonprofit corporation, and **VillageGIVE - Bottles for Life, Inc., dba VillageGIVE ("Tenant")**.

OPC and Tenant agree as follows:

1. Premises and Basic Terms

Premises: Office #409, located at Oakland Peace Center, 111 Fairmount Avenue, Oakland, California.

Approximate Square Footage: 109 square feet

Monthly Rent: $150.00

Commencement Date: 10/16/2026

Term: Month-to-Month

Rent Due Date: Rent is due on or before the fifth (5th) day of each month.

Permitted Use: Office and administrative/programmatic activities consistent with Tenant's charitable purposes and the requirements of this Agreement.

Tenant shall have exclusive use of the Premises, subject to OPC's rights under this Agreement.

2. Month-to-Month Term and Termination

This Agreement creates a month-to-month tenancy beginning on the Commencement Date.

Either OPC or Tenant may terminate this Agreement for any reason by providing the other party with at least **ninety (90) days' written notice**, unless a shorter period is permitted under another provision of this Agreement due to default, unlawful activity, threats to health or safety, or other material breach.

Termination of this Agreement does not relieve Tenant of responsibility for rent, damages, or other obligations incurred before the termination date.

3. Rent and Payment

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Tenant agrees to pay the Monthly Rent stated above on or before the fifth (5th) day of each month.

Payment shall be made in the manner designated by OPC.

OPC's acceptance of a late payment, partial payment, or its decision not to enforce a payment deadline on one or more occasions does not waive OPC's right to require timely payment in the future.

OPC may modify the Monthly Rent upon at least sixty (60) days' advance written notice to Tenant.

4. Nonprofit Status and Charitable Use

Tenant represents that it is an organization qualified under Section 501(c)(3) of the Internal Revenue Code, Section 23701(d) of the California Revenue and Taxation Code, or another nonprofit classification approved in writing by OPC.

Tenant shall:

1. Maintain its qualifying nonprofit status throughout its occupancy of the Premises;
2. Provide OPC with documentation of its nonprofit and tax-exempt status before occupancy and thereafter upon reasonable request;
3. Use the Premises solely for activities consistent with Tenant's charitable or other qualifying nonprofit purposes;
4. Promptly notify OPC of any change, suspension, revocation, or material modification of its nonprofit or tax-exempt status;
5. Provide information reasonably requested by OPC in connection with OPC's property-tax exemption, regulatory filings, insurance, or compliance obligations; and
6. Not permit another organization, business, individual, or other third party to regularly occupy or use the Premises without OPC's prior written approval.

Tenant shall not conduct activities in the Premises that, in OPC's reasonable determination, jeopardize OPC's nonprofit status, property-tax exemption, insurance coverage, or compliance with applicable law.

If Tenant's status or use of the Premises materially threatens OPC's tax-exempt status or property-tax exemption, OPC may require Tenant to discontinue the activity immediately and may terminate this Agreement upon written notice if the issue cannot reasonably be corrected.

5. Shared and Common Areas

In addition to the Premises, Tenant may make reasonable use of OPC's shared spaces, subject to OPC's building rules, availability, scheduling procedures, and the rights of other building users.

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Shared spaces generally available to office tenants include:

1. Hallways and other common circulation areas;
2. Restrooms;
3. Kitchen;
4. Garden;
5. Conference rooms;
6. Mail area; and
7. Parking areas designated by OPC for tenant use.

Use of conference rooms may be subject to scheduling or reservation procedures established by OPC.

Access to OPC's event spaces is **not included in the Monthly Rent** unless expressly stated in writing. Tenant may reserve available event spaces subject to OPC's reservation procedures, policies, and any applicable additional fees.

OPC may establish or modify reasonable rules governing shared spaces, conference rooms, parking, and other common areas as needed for safe and equitable building operations.

6. Utilities and Internet

OPC shall provide and pay for ordinary utilities serving the Premises, including electricity, water, and other building-wide utilities customarily provided by OPC.

Internet/Wi-Fi service is not included in the Monthly Rent. Tenant is responsible for arranging and paying for its own internet service unless OPC and Tenant agree otherwise in writing.

Tenant shall not make alterations to building wiring, telecommunications infrastructure, electrical systems, or other building systems without OPC's prior written approval.

Tenant shall use utilities reasonably and shall not operate equipment that creates an unusual or excessive demand on building electrical, plumbing, or other systems without OPC's prior written approval.

7. Access, Keys, and Building Security

Tenant may access the Premises twenty-four (24) hours per day, seven (7) days per week, subject to emergencies, building closures necessary for repairs or safety, and reasonable building rules established by OPC.

OPC will provide Tenant with authorized keys, access credentials, or other means of accessing the Premises and building.

Tenant shall:

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1. Keep all keys and access credentials secure;
2. Not duplicate keys or provide access credentials to unauthorized persons without OPC's approval;
3. Promptly notify OPC if a key or access credential is lost, stolen, or compromised;
4. Ensure that exterior doors are securely closed and locked when appropriate;
5. Not prop open or leave unattended any exterior building entrance;
6. Close windows and secure the Premises when leaving;
7. Ensure that its employees, contractors, volunteers, clients, guests, and invitees comply with OPC's security procedures; and
8. Promptly return all keys and access credentials upon termination of this Agreement.

Tenant may be responsible for reasonable costs associated with replacing lost keys, rekeying locks, or addressing security issues caused by Tenant's failure to follow these requirements.

8. Guests, Employees, and Invitees

Tenant is responsible for the conduct of its employees, contractors, volunteers, program participants, clients, guests, and invitees while they are on OPC property.

Tenant shall not permit individuals to use the Premises as a residence or sleeping accommodation.

Tenant shall take reasonable steps to ensure that persons associated with Tenant comply with this Agreement and OPC's building rules.

9. Cleanliness, Maintenance, and Repairs

Tenant shall maintain the Premises in a reasonably clean, safe, and orderly condition.

Tenant shall promptly notify OPC of leaks, electrical problems, plumbing problems, pest activity, safety hazards, security concerns, or other conditions requiring building maintenance.

OPC shall be responsible for the maintenance and repair of building systems, structural components, common areas, and other portions of the property under OPC's control, subject to available resources and any limitations arising from emergencies or circumstances beyond OPC's reasonable control.

Tenant shall be responsible for the cost of repairing damage to the Premises or OPC property caused by Tenant or Tenant's employees, contractors, volunteers, clients, guests, or invitees, excluding reasonable wear and tear.

Tenant shall surrender the Premises at the end of the tenancy in substantially the same condition in which they were received, ordinary wear and tear excepted.

10. Alterations, Signage, and Installations

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Tenant shall not alter, repair, paint, modify, attach fixtures to, or otherwise change the Premises without OPC's prior written approval.

This requirement includes, without limitation:

- Permanent or temporary fixtures;
- Wall-mounted equipment;
- Painting;
- Electrical modifications;
- Telecommunications wiring;
- Signage;
- Decorations that may damage walls or other surfaces; and
- Other installations or improvements.

OPC may require Tenant to remove an approved alteration or installation and restore the Premises when the tenancy ends.

11. Prohibited Activities

Tenant shall not use the Premises or OPC property for:

1. Any unlawful activity;
2. Residential or overnight sleeping purposes;
3. Activities that create an unreasonable risk to persons or property;
4. Storage or use of hazardous materials other than ordinary office or program supplies used in accordance with applicable law;
5. Smoking or vaping inside the building;
6. Open flames without OPC's prior written authorization;
7. Activities that materially disrupt other tenants or building users;
8. Activities exceeding applicable occupancy or fire-safety limits;
9. Activities inconsistent with Tenant's approved nonprofit purposes; or
10. Any activity that materially threatens OPC's nonprofit status, property-tax exemption, insurance coverage, licenses, or legal compliance.

12. Compliance with Laws and Building Requirements

Tenant shall comply with all laws, regulations, fire and safety requirements, insurance requirements, and lawful building policies applicable to Tenant's use of the Premises.

Tenant shall cooperate with reasonable requests from OPC relating to inspections, regulatory compliance, insurance, property-tax exemption requirements, or government agencies.

Tenant shall immediately notify OPC of any governmental notice, citation, complaint, or other official communication received by Tenant concerning the Premises or Tenant's activities at OPC.

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13. Insurance

Tenant shall maintain, at its own expense, commercial general liability insurance with coverage of at least $1,000,000 per occurrence during the term of this Agreement.

Oakland Peace Center and its directors, officers, employees, agents, and volunteers shall be named as additional insureds with respect to Tenant's use and occupancy of the Premises and OPC property.

Before occupancy and thereafter upon reasonable request, Tenant shall provide OPC with a certificate of insurance demonstrating the required coverage.

Tenant shall also maintain workers' compensation insurance to the extent required by applicable law.

OPC's insurance does not insure Tenant's furniture, equipment, documents, computers, supplies, or other personal property. Tenant is responsible for obtaining any property insurance it considers appropriate.

Tenant shall promptly notify OPC if required insurance coverage is cancelled, terminated, materially reduced, or allowed to lapse.

14. Indemnification and Responsibility for Loss

To the fullest extent permitted by law, Tenant shall defend, indemnify, and hold harmless OPC and its directors, officers, employees, volunteers, and agents from claims, liabilities, damages, losses, costs, and expenses arising out of or relating to:

1. Tenant's use or occupancy of the Premises or OPC property;
2. The acts or omissions of Tenant or Tenant's employees, contractors, volunteers, clients, guests, or invitees; or
3. Tenant's breach of this Agreement;

except to the extent such claim, liability, damage, loss, cost, or expense is caused by the negligence, gross negligence, willful misconduct, or unlawful acts of OPC or persons for whom OPC is legally responsible.

OPC shall not be responsible for loss of or damage to Tenant's personal property except to the extent caused by OPC's negligence, gross negligence, willful misconduct, or unlawful acts.

15. Assignment, Subletting, and Sharing the Premises

Tenant shall not assign this Agreement, sublease the Premises, license the Premises to another person or organization, or permit another person or organization to regularly occupy or independently operate from the Premises without OPC's prior written approval.

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Occasional guests, meetings, volunteers, clients, and program participants consistent with Tenant's ordinary nonprofit activities do not constitute a sublease or assignment.

16. OPC Right of Entry

OPC and its authorized representatives may enter the Premises upon reasonable notice for purposes including:

- Inspection;
- Maintenance and repairs;
- Safety or security checks;
- Compliance with this Agreement;
- Compliance with insurance or governmental requirements; and
- Showing the Premises to prospective tenants when Tenant's occupancy is expected to end.

OPC may enter without advance notice when reasonably necessary to respond to an emergency, protect persons or property, address an urgent maintenance or security condition, or where otherwise permitted by law.

OPC will make reasonable efforts to avoid unnecessary interference with Tenant's operations.

17. Damage or Temporary Interruption of Use

Tenant acknowledges that an older multi-use facility may periodically require maintenance, repairs, emergency work, or temporary interruption of building services.

OPC will make reasonable efforts to address material building problems and restore access or services when practicable.

Temporary interruption of utilities, access, common-area use, or building services caused by repairs, emergencies, governmental action, utility outages, or circumstances beyond OPC's reasonable control shall not automatically constitute a breach of this Agreement.

If the Premises become substantially unusable for an extended period, OPC and Tenant shall work in good faith to determine whether a temporary accommodation, rent adjustment, or termination of the Agreement is appropriate.

18. Default

Tenant shall be considered in default if Tenant materially breaches this Agreement, including by:

- Failing to pay rent when due;
- Failing to maintain required insurance;
- Engaging in unlawful or prohibited activity;

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- Creating a material safety or security risk;
- Allowing unauthorized occupants or subtenants;
- Failing to maintain qualifying nonprofit status where required; or
- Using the Premises in a manner that materially threatens OPC's tax-exempt status or property-tax exemption

When appropriate, OPC may provide Tenant with written notice and a reasonable opportunity to correct the default.

Nothing in this Agreement limits any rights or remedies available to either party under applicable law.

19. Building Rules

Tenant agrees to comply with reasonable building rules and policies adopted by OPC regarding safety, security, parking, mail, common spaces, conference rooms, kitchens, events, cleanliness, emergency procedures, and other shared-building matters.

OPC may reasonably amend such rules from time to time and shall provide notice of material changes to Tenant.

In the event of a conflict between a building rule and this Agreement, this Agreement shall control unless the parties agree otherwise in writing.

20. Notices

Notices required under this Agreement shall be delivered by personal delivery, email, or another written method reasonably calculated to provide notice to the receiving party.

Notices to OPC:

Oakland Peace Center
111 Fairmount Avenue
Oakland, CA 94611

Email: kalynn@oaklandpeacecenter.org

Notices to Tenant:

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Attn: Quixote Atkins
VillageGIVE
484 Lake Park Avenue #44
Oakland, CA 94610

Email: qatkins@villagegive.com

Either party may update its notice information by providing written notice to the other.

21. No Partnership or Joint Venture

Nothing in this Agreement creates a partnership, joint venture, employment relationship, agency relationship, fiscal sponsorship, or other legal relationship between OPC and Tenant except the space-use relationship expressly described in this Agreement.

Neither party has authority to bind the other except through a separate written agreement.

22. Governing Law

This Agreement shall be governed by the laws of the State of California.

Any legal proceeding relating to this Agreement shall be brought in a court of competent jurisdiction in Alameda County, California, unless otherwise required by law.

23. Entire Agreement and Amendments

This Agreement constitutes the entire agreement between OPC and Tenant concerning Tenant's use of the Premises, except for any exhibits, building rules, or other written documents expressly incorporated into this Agreement.

Any amendment to this Agreement must be in writing and approved by authorized representatives of both parties.

The failure of either party to enforce a provision of this Agreement on one occasion shall not constitute a continuing waiver of that provision.

If any provision of this Agreement is determined to be unenforceable, the remaining provisions shall remain in effect to the extent permitted by law.

24. Authority to Sign

Each person signing this Agreement represents that they are authorized to enter into this Agreement on behalf of the organization identified below.

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OAKLAND PEACE CENTER

By: Signed by: Kalynn Blakely 963332B5E4A1459...

Name: Kalynn Blakely

Title: Executive Director

Date: 10/7/2026

TENANT

Legal Organization Name:

VillageGIVE - Bottles for Life, Inc. dba VillageGIVE

By: Signed by: Quixote Atkins

Name: Quixote Atkins

Title: CEO

Date: 10/7/2026

Tenant's nonprofit/tax-exempt classification:

501(c)(3) nonprofit corporation

EIN: 84-5191217

Primary Contact: Quixote Atkins

Phone: 678-778-1955

Email: qatkins@villagegive.com

The units located at 111 Fairmount Ave in Oakland are currently in the planning stages to undergo substantial redevelopment. Because government funds are being used in this project,

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the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) of 1970, as amended (URA) along with the California Code of Regulations, Title 25, Division 1 Chapter 6 apply for qualified tenants in residence. However, as a new tenant, you will not be eligible for relocation benefits under the URA or Title 25.

This notice is to inform you of the following information **before you enter into any lease or rental agreement and occupy a unit at the above address**:

— You may be displaced by the project.

— You may be required to relocate permanently.

— You may be subject to a rent increase.

— You will not be entitled to any relocation benefits provided under the URA or Title 25. If you have to move or your rent is increased as a result of the above project, you will not be reimbursed for any such rent increase or for any costs or expenses incurred by you in connection with a move as a result of the project.

__**You will receive at least ninety (90) days' advance written notice of the date if you are required to relocate permanently.**

Please read this notification carefully prior to signing a rental agreement and moving into the project. If you should have any questions about this notice, please contact David Richman of Autotemp., at 510.238.9386. Once you have read and have understood this notice, please sign the statement below if you still desire to rent the unit.

I have read the above prior to entering into an agreement and occupying a unit at the 111 Fairmount Ave:

Tenant Signature: Signed by: Quixote Atkins 4AE14F543F554BF...

Name: Quixote Atkins

Date: 10/7/2026

111 Fairmount Ave. representative signature: Signed by: Kalynn Blakely 963332B5E4A1459...

Name: Kalynn Blakely

Date: 10/7/2026

This agreement must be signed and dated prior to entering into an agreement and occupying a unit at 111 Fairmount Ave.