

RESTAURANT EQUIPMENT LOAN AGREEMENT

By and Between the

CITY OF LANCASTER

and



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ATTACHMENTS

Attachment No. 1	Site Map
Attachment No. 2	Site Legal Description
Attachment No. 3	[Intentionally Omitted]
Attachment No. 4	Promissory Note
Attachment No. 5	Memorandum of Agreement

RESTAURANT EQUIPMENT LOAN AGREEMENT

THIS RESTAURANT EQUIPMENT LOAN AGREEMENT (this “Agreement”) is entered into as of [REDACTED], 202[REDACTED], by and between the **CITY OF LANCASTER**, a California municipal corporation and charter city (the “City”), and [REDACTED] (the “Participant”).

RECITALS

The following recitals are a substantive part of this Agreement:

A. As a part of its ongoing economic development effort, the City has created and now operates the “Lancaster Eats Restaurant Equipment Loan Program” (the “Program”). The purpose of the Program is to provide new and established local restaurants with certain funding in order to facilitate the acquisition of equipment. The Program endeavors to build the synergy of various commercial areas by creating additional dining options, enhancing the atmosphere and stability of such areas with long-established and well-known local restaurants, and building the City’s sales tax base by providing local restaurants with opportunities for expansion.

B. Participant is the owner or lessee of certain real property commonly referred to as [REDACTED] (the “Site”), which is depicted on the Site Map attached hereto as Attachment No. 1. The Site is more particularly described in the Site Legal Description attached hereto as Attachment No. 2. Participant currently operates or will operate a restaurant on the Site.

C. This Agreement is subject to all applicable laws, the provisions of the Program’s policies and procedures and standards, rules, regulations and policies adopted by the City.

D. The City and the Participant desire by this Agreement for the City to agree to make a loan (the “City Equipment Loan”) in order to assist the Participant in acquiring certain equipment that Participant will use at the Site as part of its restaurant operation, which is consistent with the Program’s goals and objectives. The amount of the City Equipment Loan shall be up to Twenty-Five Thousand Dollars (\$25,000.00).

NOW, THEREFORE, the City and the Participant hereby agree as follows:

100. DEFINITIONS

“City Equipment Loan” means the loan from the City to the Participant, as set forth in Section 201 hereof.

“Agreement” means this Loan Agreement by and between the City and the Participant.

“Best Knowledge” is defined in Section 205.1 hereof.

“City” means the City of Lancaster, California.

“County” shall mean the County of Los Angeles.

“Date of Agreement” means the date inserted in the first paragraph of this Agreement.

“Default” means the failure of a party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and opportunity to cure, as set forth in Section 501 hereof.

“Governmental Requirements” means all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the State of California, the County, the City or any other political subdivision in which the Site is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over the City, the Participant or the Site.

“Hazardous Materials” means any substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States, including, but not limited to, any material or substance which is (i) defined as a “hazardous waste,” “extremely hazardous waste,” or “restricted hazardous waste” under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a “hazardous substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a “hazardous material,” “hazardous substance,” or “hazardous waste” under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated biphenyls, (viii) methyl tert butyl ether, (ix) listed under Article 9 or defined as “hazardous” or “extremely hazardous” pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (x) designated as “hazardous substances” pursuant to Section 311 of the Clean Water Act (33 U.S.C. Section 1317), (xi) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et seq.* (42 U.S.C. Section 6903) or (xii) defined as “hazardous substances” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, *et seq.*

“Memorandum of Agreement” means the Memorandum of Agreement attached hereto as Attachment No. 5, to be executed by the parties hereto and recorded against the Site, as set forth in Section 622 hereof

“Notice” is defined in Section 601 hereof.

“Participant” means [REDACTED], and its lessees, successors and assigns.

“Program” means the City’s Lancaster Eats Restaurant Equipment Loan Program.

“Program Policies” means the rules, regulations, policies and procedures that have been established by the City to govern the Program.

“Promissory Note” means the Promissory Note attached hereto as Attachment No. 4, to be executed by the Participant in favor of the City for the repayment of the City Equipment Loan, as set forth in Section 201 hereof.

“Site” means that certain real property depicted on the Site Map and more particularly described in the Site Legal Description.

“Site Legal Description” means the legal description of the Site which is attached hereto as Attachment No. 2 and incorporated herein by reference.

“Site Map” means the map of the Site which is attached hereto as Attachment No. 1 and incorporated herein by reference.

“Transfer” is defined in Section 603.1 hereof.

200. CITY ASSISTANCE

201. City Equipment Loan. The City hereby agrees to loan to the Participant the sum of up to Twenty-Five Thousand Dollars (\$25,000.00) (the “City Equipment Loan”), subject to the terms and conditions set forth in this Agreement, and subject further to the terms and conditions set forth within the documents and instruments to be executed in connection with this transaction, including the Promissory Note, in substantially the form set forth in Attachment No. 4, and the Program Policies, all of which are incorporated herein. The City agrees to provide the City Equipment Loan in order to assist the Participant in acquiring equipment that will be used by Participant to operate a restaurant on the Site.

202. Disbursement of City Equipment Loan. The City agrees to disburse the City Equipment Loan in the manner and subject to the limitations contained in this Agreement.

202.1 Conditions Precedent to Initial Disbursement to Participant. The following are conditions precedent to the City’s obligation to make an initial disbursement of the City Equipment Loan to the Participant:

a. Execution and Delivery of Documents. Participant shall have executed and delivered to the City the Promissory Note and any other documents and instruments reasonably required to be executed and delivered by Participant.

b. Request for Reimbursement. Participant shall have submitted a request for reimbursement to the City, which request shall include, at a minimum, the following: (i) a list that identifies the equipment for which the Participant seeks reimbursement; (ii) copies of documents that evidence the Participant has actually incurred the costs for which the Participant seeks disbursement/reimbursement (which documents shall include, without limitation, bills, invoices, statements, final bills of sale and/or receipts); and (iii) any other information and/or documents requested by the City. The City shall have the right to review the sufficiency and adequacy of documents and/or information submitted by the Participant in support of its request for disbursement/reimbursement and the City shall have the right to reasonably approve or disapprove of such documents and/or information.

c. Possession of Site. The City shall be satisfied that upon the disbursement the Participant or the Participant’s lessee has possession of the Site.

d. Environmental. The City shall not have disapproved the environmental condition of the Site.

e. Permits and Approvals. The Participant shall have received all permits and land use approvals required pursuant to Section 302 hereof. In addition, Participant and each of its tenants, licensees and permittees shall have a current business license from the City.

f. Compliance With Municipal Code. Participant shall be in compliance with this Agreement and the Lancaster Municipal Code.

g. No Default. There shall exist no condition, event or act which would constitute an Event of Default (as hereinafter defined) hereunder or which, upon the giving of notice or the passage of time, or both, would constitute an Event of Default.

202.2 Conditions Precedent to Subsequent Disbursements to Participant. The following are conditions precedent to the City's obligation to make any disbursement of the City Equipment Loan to the Participant subsequent to the initial disbursement:

a. Request for Reimbursement. Participant shall have submitted a request for reimbursement to the City, which request shall include, at a minimum, the following: (i) a list that identifies the equipment for which the Participant seeks reimbursement; (ii) copies of documents that evidence the Participant has actually incurred the costs for which the Participant seeks disbursement/reimbursement (which documents shall include, without limitation, bills, invoices, statements, final bills of sale and/or receipts); and (iii) any other information and/or documents requested by the City. The City shall have the right to review the sufficiency and adequacy of documents and/or information submitted by the Participant in support of its request for disbursement/reimbursement and the City shall have the right to reasonably approve or disapprove of such documents and/or information.

b. Possession of Site. The City shall be satisfied that upon the disbursement the Participant or the Participant's lessee has possession of the Site.

c. Environmental. The City shall not have disapproved the environmental condition of the Site.

d. Permits and Approvals. The Participant shall have received all permits and land use approvals required pursuant to Section 303 hereof. In addition, Participant and each of its tenants, licensees and permittees shall have a current business license from the City.

e. Compliance With Municipal Code. Participant shall be in compliance with this Agreement and the Lancaster Municipal Code.

f. No Default. There shall exist no condition, event or act which would constitute an Event of Default (as hereinafter defined) hereunder or which, upon the giving of notice or the passage of time, or both, would constitute an Event of Default.

202.3 Limitation on Frequency and Amount of Disbursement. The Participant shall submit no more than one (1) request for reimbursement as set forth in this Section 202 each month. If, and only if, the conditions precedent applicable to a disbursement of the City Equipment Loan have been satisfied or waived in the sole and absolute discretion of the City, the City shall within a reasonable time disburse to the Participant the amount stated in the request for reimbursement submitted pursuant to Section 202.2(b) or Section 202.3(a) (or the amount approved

by the City); provided, however, that the total aggregate amount of all disbursements made to the Participant pursuant to this Agreement shall not exceed Twenty-Five Thousand Dollars (\$25,000.00).

203. Repayment of City Equipment Loan. As set forth in the Promissory Note, the City Equipment Loan shall be repayable in two (2) annual installments commencing on the first anniversary of the Date of this Agreement, and continuing on each anniversary thereafter until the City Equipment Loan is paid in full; provided, however, all unpaid principal shall be due and payable immediately upon the sale or other transfer of the Site which is not permitted or approved by the City pursuant to Section 603 hereof, or in the event of an uncured default of the Participant under this Agreement. The terms and conditions governing the Participant's repayment of the City Equipment Loan are set forth in more detail in the Promissory Note.

204. Assumption of City Equipment Loan. The City Equipment Loan is made to Participant based upon Participant's unique operational experience and expertise, and is personal to the Participant. Accordingly, neither this Agreement nor the Promissory Note shall be assignable or assumable by successors and assigns of Participant, except to permitted transferees pursuant to Section 603 hereof.

205. Condition of the Site.

205.1 Participant Disclosure. Participant hereby represents that to the best of its knowledge it is not aware of and has not received any notice or communication from any government agency having jurisdiction over the Site notifying Participant of the presence of surface or subsurface zone Hazardous Materials in, on, or under the Site, or any portion thereof. "Best knowledge," as used herein, shall mean the actual or constructive knowledge of the Participant and its officers, directors, employees, agents and representatives, as based upon the documents and materials in the possession of Participant, and its officers, employees, agents and representatives.

205.2 Participant Precautions. Participant shall take all necessary precautions to prevent the release into the environment of any Hazardous Materials which are located in, on or under the Site. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. In addition, Participant shall install and utilize such equipment and implement and adhere to such procedures as are consistent with commercially reasonable standards as respects the disclosure, storage, use, removal and disposal of Hazardous Materials.

205.3 Indemnity. Participant agrees to indemnify, defend and hold the City harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the release, use, generation, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from the Site during the period that the Participant owns any portion of the Site, no matter when such claim, action, suit or proceeding is first asserted or begun and no matter how the Hazardous Materials came to be released, used, generated, discharged, stored or disposed of on, under, in or about, to or from the Site, or by whom or how they are discovered, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials on, under, in or about, to or from, the portion of the Site owned by the Participant during the period that the Participant owns any portion of the Site. This indemnity shall include, without limitation, any damage, liability, fine, penalty, parallel indemnity after closing, cost

or expense arising from or out of any claim, action, suit or proceeding, including injunctive, mandamus, equity or action at law, for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment. Participant shall not be required hereunder to indemnify the City for the foregoing claims to the extent caused by the negligence of, willful misconduct of, or breach of this Agreement by the City or its officers, employees, agents, representatives or volunteers.

300. COMPLIANCE WITH LAW; INDEMNITY

301. Indemnity. The Participant shall defend, indemnify, assume all responsibility for, and hold the City and its officers, employees, agents, representatives and volunteers harmless from, all claims, demands, damages, defense costs or liability of any kind or nature (including attorneys' fees and costs) and for any damages to property or injuries to persons, including accidental death, which may be caused by or arise out of the Participant's performance or failure to perform its obligations pursuant to this Agreement, whether such activities or performance thereof be by the Participant or by anyone employed or contracted with by the Participant and whether such damage shall accrue or be discovered before or after termination of this Agreement. The Participant shall not be required hereunder to indemnify the City for property damage, bodily injury or other claims to the extent caused by the negligence of, willful misconduct of, or breach of this Agreement by the City or its officers, employees, agents, representatives or volunteers.

The Participant shall have the obligation to defend any such action; provided, however, that this obligation to defend shall not be effective if and to the extent that Participant determines in its reasonable discretion that such action is meritorious or that the interests of the parties justify a compromise or a settlement of such action, in which case Participant shall compromise or settle such action in a way that fully protects the City from any liability or obligation. In this regard, Participant's obligation and right to defend shall include the right to hire (subject to written approval by the City) attorneys and experts necessary to defend, the right to process and settle reasonable claims, the right to enter into reasonable settlement agreements and pay amounts as required by the terms of such settlement, and the right to pay any judgments assessed against the Participant or the City. If the Participant defends any such action, as set forth above, it shall indemnify and hold harmless the City and its officers, employees, representatives and agents from and against any claims, losses, liabilities, or damages assessed or awarded against either of them by way of judgment, settlement, or stipulation.

302. Compliance With Laws. The Participant shall carry out all work on the Site in conformity with all applicable laws, including all applicable state labor standards, the City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City's Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Sections 12101, et seq., California Government Code Sections 4450, et seq., California Government Code Sections 11135, et seq., and the Unruh Civil Rights Act, Civil Code Sections 51, et seq. and all applicable state labor and work safety laws and regulations, including, to the extent applicable, the provisions of Labor Code Sections 1770, et seq. relating to prevailing wages as to which the City makes no representation. Participant agrees to hold the City harmless and to indemnify and defend the City from any claims arising under the provisions of Labor Code Sections 1720, et seq., including but not limited to the provisions of Labor Code Sections 1726 and 1781. Participant expressly

waives any rights it may have under Labor Code Sections 1726 or 1781. It shall be the sole responsibility of the Participant to determine the applicability of such laws to the development of the Property. Participant agrees to hold harmless, indemnify and defend the City from any claim or liability in connection with the requirements of this section.

302.1 Nondiscrimination in Employment. Participant certifies and agrees that all persons employed or applying for employment by it, its affiliates, subsidiaries, or holding companies, and all subcontractors, bidders and vendors, are and will be treated equally by it without regard to, or because of race, color, religion, ancestry, national origin, sex, age, pregnancy, childbirth or related medical condition, medical condition (cancer related) or physical or mental disability, and in compliance with Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000, et seq., the Federal Equal Pay Act of 1963, 29 U.S.C. Section 206(d), the Age Discrimination in Employment Act of 1967, 29 U.S.C. Sections 621, et seq., the Immigration Reform and Control Act of 1986, 8 U.S.C. Sections 1324b, et seq., 42 U.S.C. Section 1981, the California Fair Employment and Housing Act, California Government Code Sections 12900, et seq., the California Equal Pay Law, California Labor Code Sections 1197.5, California Government Code Section 11135, the Americans with Disabilities Act, 42 U.S.C. Sections 12101, et seq., and all other anti-discrimination laws and regulations of the United States and the State of California as they now exist or may hereafter be amended. Participant shall allow representatives of the City access to its employment records related to this Agreement during regular business hours to verify compliance with these provisions when so requested by the City.

302.2 Levine Act Disclosure. California Government Code section 84308 (“Levine Act”) requires a party to a contract other than competitively bid, labor, or personal employment contract, to disclose any contribution of more than \$250 that the party (or their agent) has made to a member of the City Council or any other officer of the City as defined in the Levine Act within the prior 12 months. The Levine Act also prohibits for 12 months following a final decision, a party (or their agent) from making a contribution of more than \$250 to any member of the City Council or any other officer as defined in the Levine Act who may participate in the making of this Agreement.

A. By its signature on this Agreement, [COMPANY NAME] represents and warrants [select one]:

- ☐ Neither [COMPANY NAME] nor any agent acting on behalf of [COMPANY NAME] has, within the 12 months preceding the commencement of negotiations of this Agreement, made any political contribution of more than \$250 to any member of the City Council or any other officer as defined in the Levine Act who may have participated in the making of this Agreement.

OR

- ☐ [COMPANY NAME] (or an agent acting on behalf of [COMPANY NAME]) has made a political contribution of more than \$250 to:

Identify the person(s) or agent(s) who made the contribution:

Identify the City officer(s) who received the contribution:

B. By its signature on this Agreement, [COMPANY NAME] further represents and warrants [select one]:

- ☐ Neither [COMPANY NAME] nor any agent or principal acting on behalf of [COMPANY NAME] intends, within the 12 months following the execution of this Agreement, to make any political contribution of more than \$250 to any member of the City Council or any other officer as defined in the Levine Act who may have participated in the making of this Agreement.

OR

- ☐ [COMPANY NAME] (or an agent acting on behalf of [COMPANY NAME]) intends to make a political contribution of more than \$250 to:

Identify the person(s) or agent(s) who will make the contribution:

Identify the City officer(s) who will receive the contribution:

400. COVENANTS AND RESTRICTIONS

401. Use and Operating Covenant. For a period of two (2) years, commencing upon the Date of Agreement (the "Operating Covenant Period"), the Participant shall operate (or shall cause its lessees, successors or assigns to operate) a restaurant on the Site on a continuous basis, in compliance with all Governmental Requirements and applicable permits and land use approvals. No other uses may be conducted on the Site during the Operating Covenant Period without the prior written approval of the City, which approval may be granted, refused, or conditioned in the sole and absolute discretion of the City.

402. Maintenance Covenant. During the Operating Covenant Period, Participant shall maintain (or shall cause its lessees, successors or assigns to maintain) the Site in accordance with the Maintenance Standards, as hereinafter defined. Said improvements shall include, but not be limited to, buildings, sidewalks, pedestrian lighting, landscaping, irrigation of landscaping, architectural elements identifying the Site and any and all other improvements on the Site. To accomplish the maintenance, Participant shall either staff or contract with and hire licensed and qualified personnel to perform the maintenance work, including the provision of labor, equipment, materials, support facilities, and any and all other items necessary to comply with the requirements of this Section 402.

402.1 Maintenance Standards. The following standards (“Maintenance Standards”) shall be complied with by Participant and its maintenance staff, contractors or subcontractors:

a. Landscape maintenance shall include, but not be limited to: watering/irrigation; fertilization; mowing; edging; trimming of grass; tree and shrub pruning; trimming and shaping of trees and shrubs to maintain a healthy, natural appearance and safe road conditions and visibility, and irrigation coverage; replacement, as needed, of all plant materials; control of weeds in all planters, shrubs, lawns, ground covers, or other planted areas; and staking for support of trees.

b. Clean up maintenance shall include, but not be limited to: maintenance of all sidewalks, paths and other paved areas in clean and weed free condition; maintenance of all such areas clear of dirt, mud, trash, debris or other matter which is unsafe or unsightly; removal of all trash, litter and other debris from improvements and landscaping prior to mowing; clearance and cleaning of all areas maintained prior to the end of the day on which the maintenance operations are performed to ensure that all cuttings, weeds, leaves and other debris are properly disposed of by maintenance workers.

c. All maintenance work shall conform to all applicable federal and state Occupational Safety and Health Act standards and regulations for the performance of maintenance.

d. Any and all chemicals, unhealthful substances, and pesticides used in and during maintenance shall be applied in strict accordance with all governing regulations. Precautionary measures shall be employed recognizing that all areas are open to public access.

e. The Site shall be maintained in conformance and in compliance with reasonable commercial development maintenance standards for similar projects, including but not limited to: painting and cleaning of all exterior surfaces and other exterior facades comprising all private improvements and public improvements to the curbline.

f. The Site shall be maintained as required by this Section 402 in good condition and in accordance with the custom and practice generally applicable to comparable businesses located in Southern California.

402.2 Failure to Maintain Site. In the event Participant does not maintain the Site in the manner set forth herein and in accordance with the Maintenance Standards, the City shall have the right to maintain such private and/or public improvements, or to contract for the correction of such deficiencies, after written notice to Participant. However, prior to taking any such action, the City agrees to notify Participant in writing if the condition of said improvements does not meet with the Maintenance Standards and to specify the deficiencies and the actions required to be taken by Participant to cure the deficiencies. Upon notification of any maintenance deficiency, Participant shall have thirty (30) days within which to correct, remedy or cure the deficiency. If the written notification states the problem is urgent relating to the public health and safety of the City, then then Participant shall have forty eight (48) hours to rectify the problem.

In the event Participant fails to correct, remedy, or cure or has not commenced correcting, remedying or curing such maintenance deficiency after notification and after the period of correction has lapsed, then the City shall have the right to maintain such improvements. Participant

agrees to pay the City such charges and costs. Participant acknowledges and agrees the City may also pursue any and all other remedies available in law or equity. Participant shall be liable for any and all attorneys' fees, and other legal costs or fees incurred in collecting said maintenance costs.

403. Nondiscrimination Covenants. The Participant covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, handicap, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall the Participant or any person claiming under or through it or them establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site. The foregoing covenants shall run with the land.

The Participant shall refrain from restricting the rental, sale or lease of the Site on the basis of race, color, creed, religion, sex, marital status, handicap, national origin or ancestry of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

a. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

b. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

c. In contracts: "There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the

subject of this Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

500. DEFAULTS AND REMEDIES

501. Default Remedies. Subject to the extensions of time set forth in Section 602 of this Agreement, failure by either party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a “Default” under this Agreement. A party claiming a Default shall give written notice of Default to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party within thirty (30) days from receipt of such notice has cured such Default, or if such Default is not reasonably capable of being cured within thirty (30) days, the party shall have immediately, with due diligence, commenced to cure, correct or remedy such failure or delay and shall have completed such cure, correction or remedy with diligence.

502. Institution of Legal Actions. Except as otherwise expressly provided for herein, the Participant’s sole remedy for the City’s breach of this Agreement shall be to institute an action at law or equity to seek specific performance of the terms of this Agreement. In no event shall the City’s obligation to make disbursements of the City Equipment Loan to the Participant be accelerated or made payable in a lump sum. The Participant shall not be entitled to recover damages for any Default of the City hereunder. Such legal actions must be instituted in the Superior Court of the County of Los Angeles, State of California, in an appropriate court in that county, or in the United States District Court for the Central District of California.

503. Termination by the City. In the event that the Participant is in Default of this Agreement and fails to cure such default within the time set forth in Section 501 hereof, this Agreement and any rights of the Participant or any assignee or transferee with respect to or arising out of the Agreement or the Site, shall, at the option of the City, be terminated by the City by written notice thereof to the Participant. From the date of the Notice of termination of this Agreement by the City to the Participant and thereafter this Agreement shall be deemed terminated, the City shall have no obligations to make any further disbursements of the City Equipment Loan pursuant to this Agreement or the Promissory Note, and there shall be no further rights or obligations between the parties, except that such termination shall accelerate the Participant’s obligation to repay any outstanding amount upon the Promissory Note in accordance with the terms thereof.

504. Acceptance of Service of Process. In the event that any legal action is commenced by the Participant against the City, service of process on the City shall be made by personal service upon the City Clerk of the City or in such other manner as may be provided by law. In the event that any legal action is commenced by the City against the Participant, service of process on the Participant shall be made by personal service upon any officer of Participant or in such other manner as may be provided by law.

505. Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of

one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

506. Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

507. Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

600. GENERAL PROVISIONS

601. Notices, Demands and Communications Between the Parties. Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given by any commercially acceptable means to the party to whom the Notice is directed at the address of the party as set forth below, or at any other address as that party may later designate by Notice.

To City: City of Lancaster
44933 N. Fern Avenue
Lancaster, California 93534
Attention: Economic Development

Copy to: Stradling Yocca Carlson & Rauth LLP
660 Newport Center Drive, Suite 1600
Newport Beach, California 92660
Attention: Allison E. Burns

To Participant:

Attention: _____

Any written notice, demand or communication shall be deemed received immediately if delivered by hand and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

602. Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to causes beyond the control or without the fault of the party claiming an extension of time to perform, which may include without limitation the following: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts or omissions of the other party; acts or failures to act of the City or any other public or governmental agency or entity (other

than the acts or failures to act of the City which shall not excuse performance by the City); or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of City and Participant.

603. Transfers of Interest in Site or Agreement.

603.1 Prohibition. The qualifications and identity of the Participant are of particular concern to the City. Accordingly, for the period commencing upon the date of this Agreement and until the expiration of the use covenants which are set forth in Section 401 hereof, except for those Permitted Transfers set forth in Section 603.2 hereof, no voluntary or involuntary successor in interest of the Participant shall acquire any rights or powers under this Agreement, nor shall the Participant make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Site, (referred to herein as a “Transfer”), without the prior written approval of the City, except as expressly set forth herein. Any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Site will entitle the City to its right of termination of this Agreement, the termination of the obligation to disburse the City Equipment Loan, and the acceleration of the repayment of the Promissory Note.

603.2 Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, City approval of an assignment of this Agreement or conveyance of the Site, or any part thereof, shall not be required in connection with any of the following:

- a.** Any transfers to an entity or entities in which the Participant retains a minimum of fifty-one percent (51%) of the ownership or beneficial interest and retains management and control of the transferee entity or entities.
- b.** The conveyance or dedication of any portion of the Site to the City or other appropriate governmental agency.
- c.** Any requested assignment for financing purposes.
- d.** Any lease of the Site, or any portion thereof, to an entity or entities in the ordinary course of the Participant’s business; provided, however, that such lease incorporates by reference and is expressly made subject to applicable provisions of this Agreement as required by Section 603.4.

In the event of an assignment by Participant under subparagraph (a) above not requiring the City’s prior approval, Participant nevertheless agrees that at least thirty (30) days prior to such assignment it shall give written notice to City of such assignment and satisfactory evidence that the assignee has assumed the obligations of this Agreement.

603.3 City Consideration of Requested Transfer. The City agrees that it will not unreasonably withhold approval of a request for approval of a Transfer made pursuant to this Section 603, provided the Participant delivers written notice to the City requesting such approval.

Such notice shall be accompanied by evidence regarding the proposed transferee's operational qualifications and experience, and its financial commitments and resources, in sufficient detail to enable the City to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 603 and as reasonably determined by the City. The City may, in considering any such request, take into consideration such factors as the expenses and financial condition of the transferee, and similar factors. The City agrees not to unreasonably withhold its approval of any such requested Transfer, taking into consideration the foregoing factors. An assignment and assumption agreement in form satisfactory to the City's legal counsel shall also be required for all proposed assignments. Within thirty (30) days after the receipt of the Participant's written notice requesting City approval of an assignment or transfer pursuant to this Section 603, the City shall either approve or disapprove such proposed assignment or shall respond in writing by stating what further information, if any, the City reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, the Participant shall promptly furnish to the City such further information as may be reasonably requested.

603.4 Lessees, Successors and Assigns. All of the terms, covenants and conditions of this Agreement shall be binding upon the Participant and its permitted lessees, successors and assigns. Whenever the term "Participant" is used in this Agreement, such term shall include any other permitted lessees, successors and assigns as herein provided. In the event the Participant leases the Site, or any portion thereof, to any other person or entity, the Participant agrees to and shall include a provision in such lease agreement incorporating by reference all applicable provisions of this Agreement, including, at a minimum, the covenants and restrictions set forth in Section 400.

603.5 Assignment by City. The City may assign or transfer any of its rights or obligations under this Agreement with the approval of the Participant, which approval shall not be unreasonably withheld; provided, however, that the City may assign or transfer any of its interests hereunder to any public or private entity controlled by the City at any time without the consent of the Participant.

604. Relationship Between City and Participant. It is hereby acknowledged that the relationship between the City and the Participant is not that of a partnership or joint venture and that the City and the Participant shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided herein or in the Attachments hereto, the City shall have no rights, powers, duties or obligations with respect to the development, operation, maintenance or management of the Site.

605. City Approvals and Actions. Where an approval or submission is required under this Agreement, such approval or submission shall be valid for purposes of this Agreement only if made in writing. Where this Agreement requires an approval or consent of the City, such approval may be given on behalf of the City by the City Manager or his or her designee. The City Manager or his or her designee is hereby authorized to take such actions as may be necessary or appropriate to implement this Agreement, including without limitation the execution of such documents or agreements as may be contemplated by this Agreement. The City Manager is authorized to execute amendments of this Agreement so long as such amendments do not materially increase the costs to be incurred by the City hereunder or materially decrease the revenues to be received by the City hereunder.

606. Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. This Agreement is executed in three (3) originals, each of which is deemed to be an original.

607. Integration. This Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect. Each party is entering this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

608. Attorneys' Fees. In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

609. Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms. Reference to section numbers are to sections in this Agreement, unless expressly stated otherwise.

610. Interpretation. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall be interpreted as though prepared jointly by both parties.

611. No Waiver. A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

612. Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

613. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

614. Computation of Time. The time in which any act is to be done under this Agreement is computed by excluding the first day, and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term "holiday" shall mean all holidays as specified in Section 6700 and 6701 of the California Government Code. If any act is to be done by a particular time during a day, that time shall be Pacific Time Zone time.

615. Legal Advice. Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of

any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

616. Time of Essence. Time is expressly made of the essence with respect to the performance by the City and the Participant of each and every obligation and condition of this Agreement.

617. Cooperation. Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

618. Conflicts of Interest. No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

619. Time for Acceptance of Agreement by City. This Agreement, when executed by the Participant and delivered to the City, must be authorized, executed and delivered by the City on or before thirty (30) days after signing and delivery of this Agreement by the Participant or this Agreement shall be void, except to the extent that the Participant shall consent in writing to a further extension of time for the authorization, execution and delivery of this Agreement.

620. Non-Liability of Officials and Employees of the City. No member, official or employee of the City shall be personally liable to the Participant, or any successor in interest, in the event of any Default or breach by the City or for any amount which may become due to the Participant or its successors, or on any obligations under the terms of this Agreement. Participant hereby waives and releases any claim it may have against the members, officials or employees of the City with respect to any Default or breach by the City or for any amount which may become due to the Participant or its successors, or on any obligations under the terms of this Agreement. The Participant makes such release with full knowledge of Civil Code Section 1542 and hereby waives any and all rights thereunder to the extent of this release, if such Section 1542 is applicable. Section 1542 of the Civil Code provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

621. Memorandum of Agreement. The Memorandum of Agreement shall be recorded in the records of the Los Angeles County Recorder's Office upon the Date of Agreement and prior and as a condition precedent to any disbursement of the City Equipment Loan. Following the termination of the Operating Period, the parties shall cooperate in removal of the Memorandum of Agreement from the records of the Los Angeles County Recorder's Office.

IN WITNESS WHEREOF, the City and the Participant have executed this Agreement as of the date set forth above.

CITY:

CITY OF LANCASTER,
a California municipal corporation and charter city

By: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

PARTICIPANT:

By: _____

Its: _____

ATTACHMENT NO. 1

SITE MAP

[To Be Inserted]

ATTACHMENT NO. 2
SITE LEGAL DESCRIPTION

[To Be Inserted]

ATTACHMENT NO. 3
[INTENTIONALLY OMITTED]

ATTACHMENT NO. 4

PROMISSORY NOTE

\$25,000.00

_____, 202

Lancaster, California

FOR VALUE RECEIVED, _____, a
_____ (“Maker”), promises to pay to the **CITY OF LANCASTER**, a California municipal corporation and charter city (the “City”), or order at the City’s office at 44933 North Fern Avenue, Lancaster, California 93534, or such other place as the City may designate in writing, the principal sum of Twenty-Five Thousand Dollars (\$25,000.00), or so much of such sum which has been disbursed by the City to or on behalf of the Maker (the “Note Amount”), in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. Agreement. This Promissory Note (the “Note”) is given in accordance with that certain Restaurant Equipment Loan Agreement executed by the City and Maker, dated as of _____, 202 (the “Agreement”). The rights and obligations of the Maker and the City under this Note shall be governed by the Agreement and by the additional terms set forth in this Note.

2. Disbursement of Note Amount. The Note Amount shall be payable to or on behalf of the Maker as set forth in Section 202 of the Agreement.

3. Interest. This Note shall bear interest at a rate equal to the City’s weighted average portfolio yield in effect as of the date of the Agreement (*i.e.*, the date specified in Section 1), adjusted annually.

4. Repayment of Note Amount. Note Amount shall be repayable in two (2) equal annual installments commencing on the first anniversary of the Date of the Agreement, and continuing on each anniversary thereafter until the Note Amount is paid in full; provided, however, that all unpaid principal shall be due and payable in accordance with the provisions of paragraph 5 hereof. Notwithstanding the foregoing, and provided that Maker is not (and has not at any point been) in default under this Note or the Agreement, each annual installment of principal and accrued interest shall be forgiven as and when such installment is due.

5. Acceleration and Other Remedies. Upon: (a) the occurrence of an Event of Default as defined in the Agreement, or (b) Participant selling, contracting to sell, giving an option to purchase, conveying, leasing, further encumbering, mortgaging, assigning or alienating the Site, whether directly or indirectly whether voluntarily or involuntarily or by operation of law, or any interest in the Site, or suffering its title, or any interest in the Site to be divested, whether voluntarily or involuntarily, without the consent of the City as set forth in Section 603 of the Agreement, City may, at City’s option, declare the outstanding principal amount of this Note and other charges hereunder to be due and payable immediately, and upon such declaration, such sums shall immediately become and be due and payable without demand or notice. All costs of collection, including, but not limited to, reasonable attorneys’ fees and all expenses incurred in connection with protection of, or realization on, the security for this Note, may be added to the principal hereunder,

and shall accrue interest as provided herein. City shall at all times have the right to proceed against any portion of the security for this Note in such order and in such manner as such City may consider appropriate, without waiving any rights with respect to any of the security. Any delay or omission on the part of the City in exercising any right hereunder or under the Agreement shall not operate as a waiver of such right, or of any other right. No single or partial exercise of any right or remedy hereunder or under the Agreement or any other document or agreement shall preclude other or further exercises thereof, or the exercise of any other right or remedy. The acceptance of payment of any sum payable hereunder, or part thereof, after the due date of such payment shall not be a waiver of City's right to either require prompt payment when due of all other sums payable hereunder or to declare an Event of Default for failure to make prompt or complete payment.

6. Termination. The City's obligations to make any further disbursements under this Note shall be terminated in the event that the Agreement is terminated. Such termination shall not, however, modify or affect the Maker's obligation to repay any amounts then due under this Note.

7. Waivers

(a) Maker expressly agrees that this Note or any payment hereunder may be extended from time to time at the City's sole discretion and that the City may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Maker.

(b) No extension of time for payment of this Note made by agreement by the City with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Maker under this Note, either in whole or in part.

(c) The obligations of Maker under this Note shall be absolute and Maker waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

8. Attorneys' Fees and Costs. Maker agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

9. Amendments and Modifications. This Note may not be changed orally, but only by an amendment in writing signed by Maker and by the City.

10. City May Assign. City may, at its option, assign its right to receive payment under this Note without necessity of obtaining the consent of Maker.

11. Maker Assignment Prohibited. Except in connection with transfers permitted pursuant to Section 603 of the Agreement, in no event shall Maker assign or transfer any portion of this Note without the prior express written consent of the City, which consent may be given or withheld in the City's sole and absolute discretion.

12. Terms. Any terms not separately defined herein shall have the same meanings as set forth in the Agreement.

13. Enforcement. The obligations of Maker hereunder shall be in addition to and shall not limit or in any way affect the obligations of the Participant under the Agreement. This Note is independent of the obligations of the Maker under the Agreement.

14. Successors and Assigns. Whenever “City” is referred to in this Note, such reference shall be deemed to include the City of Lancaster and its successors and assigns, including, without limitation, any subsequent assignee or holder of this Note. All covenants, provisions and agreements by or on behalf of Participant, and on behalf of any makers, endorsers, guarantors and sureties hereof which are contained herein shall inure to the benefit of the City and City’s successors and assigns.

15. Miscellaneous. Time is of the essence hereof. This Note shall be governed by and construed under the laws of the State of California except to the extent Federal laws preempt the laws of the State of California. Participant irrevocably and unconditionally submits to the jurisdiction of the Superior Court of the State of California for the County of Los Angeles or the United States District Court of the Central District of California, as City hereof may deem appropriate, in connection with any legal action or proceeding arising out of or relating to this Note. Participant also waives any objection regarding personal or in rem jurisdiction or venue.

MAKER:



By: _____

Its: _____

ATTACHMENT NO. 5

MEMORANDUM OF AGREEMENT

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
City of Lancaster)
44933 N. Fern Avenue)
Lancaster, California 93534)
Attention: City Manager)
)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 6103.

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (“Memorandum”), dated for identification purposes as of _____, 202█, is entered into by and between the **CITY OF LANCASTER**, a California municipal corporation and charter city (“City”), and █, a █ (“Participant”).

1. Restaurant Equipment Loan Agreement. City and Participant have entered into a Restaurant Equipment Loan Agreement (“Agreement”), dated as of █, 202█ which provides for Participant’s acquisition and use of certain equipment as part of its restaurant operation located in the City of Lancaster, County of Los Angeles, State of California, as more fully described in Exhibit “A” attached hereto and incorporated herein by this reference (the “Site”). The Agreement is available for public inspection and copying at the office of the City of Lancaster, 44933 N. Fern Avenue, Lancaster, California. All of the terms, conditions, provisions and covenants of the Agreement are incorporated in this Memorandum by reference as though written out at length herein, and the Agreement and this Memorandum shall be deemed to constitute a single instrument or document.

2. Purpose of Memorandum. This Memorandum is prepared for recordation purposes only, and in no way modifies the terms, conditions, provisions and covenants of the Agreement. In the event of any inconsistency between the terms, conditions, provisions and covenants of this Memorandum and the Agreement, the terms, conditions, provisions and covenants of the Agreement shall prevail.

The parties have executed this Memorandum of Agreement as of the dates set forth above.

CITY:

CITY OF LANCASTER,
a California municipal corporation and charter city

By:_____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

PARTICIPANT:

By:_____
Its:_____

EXHIBIT “A”

LEGAL DESCRIPTION

[To Be Inserted]