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Attorneys for Plaintiffs
CITY AND COUNTY OF SAN FRANCISCO and
PEOPLE OF THE STATE OF CALIFORNIA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

CITY AND COUNTY OF SAN FRANCISCO, a Municipal Corporation, and the PEOPLE OF THE STATE OF CALIFORNIA, by and through DENNIS J. HERRERA, City Attorney for the CITY AND COUNTY OF SAN FRANCISCO,

Plaintiffs,

vs.

ANNE KIHAGI aka ANNA KIHAGI aka ANNA SWAIN aka ANNE KIHAGI SWAIN aka ANNA KIHAGI SWAIN, JULIA MWANGI aka JULIA MUNENE, CHRISTINE MWANGI aka CHRISTINA MWANGI aka CHRISTINE JOHNSON, XELAN PROP 1, LLC, RENKA PROP, LLC, NOZARI 2, LLC, ZORIALL, LLC, and DOE ONE THROUGH DOE FIFTY,

Defendants.

Case No. CGC-15-546152

DECLARATION OF TIM SCOPPETTA IN SUPPORT OF PRELIMINARY INJUNCTION WITH EXHIBITS A THROUGH E

Hearing Date: December 23, 2015
Hearing Judge: Hon. Ronald E. Quidachay
Time: 9:30 a.m.
Place: Dept. 501

Date Action Filed: June 4, 2015
Trial Date: Not Yet Set

I, Tim Scoppetta, declare as follows:

1. I have personal knowledge of the following facts except those stated on information and belief. As to those facts, I believe them to be true. If called upon to testify, I could and would testify competently to the contents of this Declaration.

2. I am 30 years old, and work as a systems administrator for the University of California, Berkeley. I have been so employed since 2012.

3. From June 16, 2013 to October 1, 2015, I was a tenant at 69 Hill Street, San Francisco, California, a two-bedroom, rent-controlled unit in a five-unit residential building at 69-75 Hill Street (the "Hill" property), in San Francisco's Mission District. For the duration of my tenancy, I shared the apartment with my roommate Bryan Hoffmann, and we paid $3,150 per month in rent.

4. As provided in my original lease, my rent has included laundry facilities, and access to the storage/laundry/garage area. Although my lease did not include an official parking space, I frequently parked my motorcycle in an unofficial parking space outside the garage, without any problems or issues with the original landlord. My original landlord amended our lease to allow us to have two cats. A true and correct copy of our lease is attached hereto as **Exhibit A**.

5. In April or May 2014, our landlord, Chris Vanderstaay, with whom I enjoyed a good relationship, listed the Hill property for sale. We were asked to complete an Apartment Rental Questionnaire/Estoppel, which we submitted to our then-landlord's realtor. In the Estoppel, we identified ourselves, our cats, and our rental agreement.

6. It is my understanding that, around July 2014, the Hill property was purchased by Defendant ANNE KIHAGI aka ANNA KIHAGI aka ANNA SWAIN aka ANNE KIHAGI SWAIN aka ANNA KIHAGI SWAIN ("KIHAGI") and Defendant CHRISTINE MWANGI aka CHRISTINA MWANGI aka CHRISTINE JOHNSON ("C. MWANGI") through their entity, Defendant ZORIALL, LLC ("ZORIALL"). Following the acquisition of the building, Defendant KIHAGI began a campaign of harassment, intimidation and retaliation against the tenants.

7. In late June or early July 2014, a letter dated June 26, 2014, from Defendant ZORIALL was slipped under the mat in front of our door, notifying us that "Anna Swain" would be

our primary contact and providing an address for us to mail rent checks to Defendant ZORIALL at P.O. Box at 584 Castro Street, San Francisco. I later learned that Anna Swain is the same person as Defendant KIHAGI. A true and correct copy of the letter is attached hereto as **Exhibit B**.

8. Also slipped under the mat in front of our front door was a copy of a document called "House Rules," dated July 26, 2014. These House Rules caused me concern because they specifically prohibited pets. I was surprised that the House Rules demanded that I vacate if I did not agree to be bound by them. I did not respond to the new House Rules. A true and correct copy of the House Rules is attached hereto as **Exhibit C**.

9. Around the same time, I received another letter from Defendant ZORIALL, also dated July 26, 2015, purporting to change the terms of my original written lease regarding attorney's fees. A true and correct copy of the July 26, 2015 letter is attached hereto as **Exhibit D.**

10. When Defendant KIHAGI and her agents took over the building, they reduced the number of recycle bins from two to one. As a result, the recycle bin would become full and I would have to wait until the following week to get rid of my recyclables. In addition, after Defendant KIHAGI and her agents purchased the building, the coin-operated laundry machines in the garage that the tenants enjoyed use of would become full of coins so that we could not do our laundry. Defendant KIHAGI failed to maintain the machines in a usable condition, and the tenants would have to call the laundry company for it to come and remove the coins.

11. On or about November 9, 2014, we received notice that our mailboxes were being removed and that we needed to get everything out of storage area, bikes, etc. Subsequently, the five mailboxes were removed, and six mailboxes were installed. However, for nearly a month Defendants did not provide keys to the new mailboxes. During that month our mailboxes were unlocked, prompting us to be worried that important and personal mail would be stolen. A true and correct copy of the Notice is attached hereto as **Exhibit E.**

12. On two different occasions, in approximately mid-November 2014 and February 2015, the power to the common areas of the property was cut-off for several days. As a result, the garage space, porch area, front steps, and other common areas were pitch black and difficult to navigate. There were also no lights in the front entryway to the apartments and in the alley beside

the garage and to access the garbage. Because the common areas were so dark, I used a flashlight to access the common areas at night. I am informed and believe that my neighbor Dale Duncan had to deal with PG&E and Defendant KIHAGI to get the power turned back on.

13. In November or December 2014, the water to the building was cut off. I am informed and believe that my neighbor Dale Duncan had to deal with the water department and Defendant KIHAGI to get the water turned back on.

14. On March 4, 2015, the City conducted inspections of the property. I was present, and granted access to the City's inspectors to inspect our unit. I observed that Defendant KIHAGI and two or three big security guys were hovering around the entrances to the individual units during the inspection. It appeared that they were trying to intimidate us.

15. Immediately following the City's inspections, Defendant KIHAGI retaliated against all of the Hill Street tenants for cooperating with the City's inspectors. Only a few hours after City inspectors completed their inspections, Defendant KIHAGI boarded up the garage and laundry room access from the back stairs, and changed the lock on the front door to those areas, locking-in my neighbor Brian Smyth's car which was parked in the garage.

16. Defendants' swift retaliation and open willingness to intimidate us in response to the City's inspections created such hostility and distrust, that tenants grew fearful that Defendants would make unauthorized entry into our homes while we were out. We were particularly fearful that Defendants would "accidentally" let our cats out, that on March 4, 2015, we spent more than $400 installing a drop-cam wireless security system in our home. By May 2015, all of the tenants had installed their own drop-cam security cameras inside their apartment because everyone was worried that Defendants were going to make unauthorized entries. The situation with Defendants persisted and intensified, so much so that during the last three months of my tenancy, I almost exclusively worked from home.

17. On March 20, 2015, I was home around 12:00 p.m., when I saw Defendant KIHAGI attempting to tow my neighbor Brian Smyth's car out of our garage. I monitored the entire event, taking notes and photographs. While I was sitting on the front steps, Defendant KIHAGI came over to me, and warned me that "loitering in the public space and common areas is prohibited." She

added that as a person with two cats, I should "be more respectful of the rules." I moved to the street to get away from her and avoid confrontation, but continued to take photographs and notes. At this point, Brian's car alarm began sounding, then stopped. Ten minutes later, a dark blue pickup truck arrived, and two of Defendants' workers took on or both of our laundry machines (washer and/or dryer) from our garage, and hauled them away. Twenty minutes later, Brian's car was towed out of the garage, and the car alarm began sounding again. Defendant KIHAGI emerged from behind the building, and seeing me taking notes, asked if I needed additional information. I said no, and then she began taking multiple photographs of me and two other tenants. Then, Defendant KIHAGI had the garage area boarded up, a "private property" sign posted, and a surveillance camera installed. Defendant KIHAGI stated that she was "looking forward to getting to know us [tenants] far better than originally intended."

18. Dealing with Defendants, especially Defendant KIHAGI was often an exercise in frustration. On multiple occasions when I attempted to contact her, I would receive no response at all. For example, our front door was broken due to extensive dry rot, and I called Defendant KIHAGI to fix it back in June or July 2014. She ignored me. Then, on May 20, 2015, our dishwasher broke down. I called her twice to get her to fix it, and she ignored me. Ultimately, my roommate and I spent between $500 and $600 of our money purchasing a replacement dishwasher from Lowe's, because it was less stressful than dealing with her, and trying to get her to replace it. That money has never been returned to us.

19. On more than one occasion Defendant KIHAGI would ask me about my neighbors in the building, inquiring whether I had any complaints about them. On each occasion she asked, I told her that I only knew the neighbors superficially, but had no complaints about them.

20. By September 2015, several of our neighbors were gone and it seemed the others would be gone soon. Nick Reggars in Unit 73, having been threatened with an owner move-in eviction, and sick of Defendants' harassment, intimidation and retaliatory conduct, had moved out in April 2015. Dale Duncan, his wife, and his daughter in Unit 71, having been served with an owner move-in eviction and two unlawful detainers, had moved out in August 2015. Brian Smyth in Unit 73A and Ben Hutchinson in Unit 75, each had received 60-Day Notices for "temporary

eviction" for unspecified capital improvements. My roommate and I could see the "writing was on the wall" and that we were living there on borrowed time. Rather than tolerate the continued harassment and intimidation, we vacated our unit on October 1, 2015. By December 15, 2015, the whole building will be vacant.

21. It is my understanding that Defendants are legally required to return a tenant's security deposit within 21 days of vacating the unit. As of November 16, 2015, forty-six days after vacating the unit, and after making a written demand, we are still waiting for our $3,150 security deposit to be returned to us.

22. The experience of dealing with Defendants has been disturbing, stressful, expensive, and unpleasant. We loved living at the Hill Street building. It was the best place I ever lived, and I miss it. The apartment was perfect for us in size, location, and price. The neighborhood was perfectly safe and well-located for my work commute, my social life, and my daily lifestyle needs. Since being harassed out of our home, we had to relocate to a different, less desirable neighborhood, where we had to take on a third roommate to meet the rent. My commute in now 20 minutes longer than it used to be. I now pay an additional $200 per month in rent. Bryan pays an additional $150 per month in rent. Due to Defendants' misconduct, we had to spend $400 for security, $500-$600 for a dishwasher that remains in our former home, and are still owed our $3,150 security deposit.

I declare under penalty of perjury that the foregoing is true and correct. Executed in San Francisco, California.

DATED: 11/20/15

TIM SCOPPETTA
Former tenant at 69 Hill Street

PROOF OF SERVICE

I, MORRIS ALLEN, declare as follows:

I am a citizen of the United States, over the age of eighteen years and not a party to the above-entitled action. I am employed at the City Attorney's Office of San Francisco, Fox Plaza Building, 1390 Market Street, Sixth Floor, San Francisco, CA 94102.

On December 1, 2015, I served the following document(s):

DECLARATION OF TIM SCOPPETTA IN SUPPORT OF MOTION FOR PRELIMINARY INJUNCTION AND EXHIBITS A THROUGH E

on the following persons at the locations specified:

Aleksandr A. Volkov, Esq.
211 Gough Street, Suite 116
San Francisco, CA 94102
E-mail: alex@volf.com
VIA PERSONAL DELIVERY AND ELECTRONIC SERVICE

Julie N. Nong, Esq.
NT Law
2600 W. Olive Avenue, Fifth Floor #647
Burbank, CA 91505
E-mail: julienong@ntlawgroup.com
VIA ELECTRONIC SERVICE

in the manner indicated below:

☒ **BY PERSONAL SERVICE**: I sealed true and correct copies of the above documents in addressed envelope(s) and caused such envelope(s) to be delivered by hand at the above locations by a professional messenger service. **A declaration from the messenger who made the delivery ☐ is attached** or **☒ will be filed separately with the court.**

☐ **BY OVERNIGHT DELIVERY**: I sealed true and correct copies of the above documents in addressed envelope(s) and placed them at my workplace for collection and delivery by overnight courier service. I am readily familiar with the practices of the San Francisco City Attorney's Office for sending overnight deliveries. In the ordinary course of business, the sealed envelope(s) that I placed for collection would be collected by a courier the same day.

☒ **BY ELECTRONIC MAIL:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be served electronically through File & ServeXpress in portable document format ("PDF") Adobe Acrobat.

I declare under penalty of perjury pursuant to the laws of the State of California that the foregoing is true and correct.

Executed December 1, 2015, at San Francisco, California.

MORRIS ALLEN

INDEX TO EXHIBITS

Exhibit	Description
A	Residential Tenancy Agreement re 69 Hill St, San Francisco, CA 94110, dated 5/28/13
B	Letter from Zoriall LLC to All Tenants re Notice of Change of Ownership and Management dated June 26, 2014
C	House Rules dated July 26, 2014, re 69-75 Hill Street, San Francisco, California
D	Letter from Zoriall LLC to Tim Scoppetta and Bryan Hoffman re Thirty Day Notice of Change in Terms of Tenancy dated July 26, 2014
E	Letter from Zoriall LLC to All Occupants re Change of Mail Box and Notice to Remove all Items in Lower Level dated November 9, 2014

EXHIBIT A

PREMISES ADDRESS: 69 Hill St, San Francisco, CA 94110 DATE: 5/28/13 Copy

Security Deposit:	$ 3150
Rent Collected:	$
For Period:	to
Other:	$
Total Collected:	$

RESIDENTIAL TENANCY AGREEMENT

1. PREMISES: Chris Vanderstaay ("OWNER"), rents to Tim Scoppetta, Bryan Hoffmann ("TENANT"), and Tenant hires 69 Hill St, San Francisco, CA 94110 ("PREMISES"), California.

2. TERM: The term of this rental shall begin on June 16, 2013 and ending July 31, 2014.

3. PHYSICAL POSSESSION: If Owner is unable to deliver possession of the Premises at the commencement of the term, Owner shall not be liable for any damage caused thereby, nor shall this Agreement be void or voidable, but Tenant shall not be liable for any rent until possession is delivered.

4. RENT: The initial monthly base rent for the Premises shall be $ 3150.00. All rent is due and payable in advance on the first day of each and every month (the "Due Date") without offsets, deductions or credits. All rent shall be paid to Chris Vanderstaay or such other person as Owner designates in writing. Tenant agrees to always pay rent by personal check, cashier's check, or money order and not in cash. Rent shall be paid to Owner at the following address: [redacted] or at such other place designated by Owner. Any other sums, which may become due from Tenant from time to time, shall be considered rent and will be due on the Due Date. Tenant bears the risk of loss or delay of any payment made by mail. Owner must receive mailed rent payments on or before the Due Date. Rent for any partial month shall be pro-rated at the rate of 1/30th of the monthly rent per day. Owner may apply any payment made by Tenant to any obligation of Tenant to Owner notwithstanding any dates or other direction from Tenant that accompanies any such payment. Any attempt by Tenant to allocate a payment in any other way shall be null and void.

5. SECURITY DEPOSIT: Before the commencement of the term, Tenant shall pay a security deposit of $ 3150.00 (the "Security Deposit") for the purposes set forth in Civil Code Section 1954. The making of said Security Deposit does not create a trust relationship between Owner and Tenant, and Owner may co-mingle said Security Deposit with other funds of Owner. Owner may retain such amounts of the Security Deposit as are reasonably necessary to remedy Tenant defaults under this Agreement and damages as allowed by law. Owner shall, within the time period allotted by law, refund any balance after such deductions to Tenant after Tenant has vacated the Premises. Tenant shall not be deemed to have vacated the Premises for purposes of this paragraph until a) Tenant returns to Owner ALL keys to the Premises, and b) Tenant has surrendered the Premises to Owner free and clear of all persons who claim any right to possess the Premises. Any balance of the Security Deposit and an accounting of any deductions therefrom will be mailed to Tenant at the Premises unless Tenant provides, in writing to Owner, a forwarding mailing address. Owner's check or other draft refunding any balance of the Security Deposit may be made in the name of all original tenants regardless of the party who in fact made the deposit and regardless of the identity of the persons then occupying the Premises. Tenant may NOT apply the Security Deposit, nor any portion thereof, to

the last month's rent. If any portion of the Security Deposit is applied by Owner to any obligations of Tenant at any time during the tenancy, Tenant must, upon 5 days written notice, reinstate the Security Deposit to its full original amount. If approved by the Owner, in writing, $ 0 may be applied to the last month's rent.

As long as any law requires, commencing with the date Owner receives the Security Deposit, Owner shall pay to Tenant simple interest as directed by law on the amount held as Security Deposit provided this tenancy does not terminate before the Security Deposit has been held for one year. Said payment of interest shall be made once a year commencing with the date the Security Deposit has been held for a year. Upon Tenant's surrender of the Premises, if the Security Deposit is insufficient to remedy Tenant's default in rent, to repair damages caused by Tenant and to clean the Premises, Owner may use from the accrued unpaid interest such amounts as are necessary for those purposes. Accrued unpaid interest or balance thereof, if any, shall be mailed to Tenant at last known address in the same manner as any refund of the Security Deposit.

6. **LATE PAYMENTS:** Tenant and Owner agree that Owner will sustain damage due to any late payment of rent and that it will be extremely difficult to fix or determine with specificity the actual amount of the damage. Therefore, Tenant agrees to pay, as additional rent, a late charge equal to 5% of the unpaid rent for any payment of rent not received by Owner within five calendar days of the Due Date. The parties agree that this late charge represents a fair and reasonable estimate of the costs and damages that Owner will incur by reason of late payment by Tenant. The provision for payment of a late charge does not constitute a grace period and Owner may serve a 3-Day Notice to Pay Rent or Quit on the day after the Due Date. Owner and Tenant agree that Tenant paying rent five days after the Due Date on three separate occasions within any twelve month period shall constitute habitual late payment of rent and may be considered a just cause for eviction.

Tenant(s) Initials B BH

7. **RETURNED CHECKS:** In the event that Tenant makes any payment required hereunder with a check that is not honored by the bank on which it is drawn for any reason, Tenant agrees to pay to Owner the additional sum of $ 25.00 as reimbursement for the expenses incurred by Owner. Such charge shall be immediately due and payable upon notice to Tenant. Failure to immediately pay the charge shall constitute a default under the terms of this Agreement. Owner reserves the right to demand payment of rent by certified funds, cashier's check or money order for all future payments in the event of any such returned check or any other monetary default by Tenant and rent tendered in any other form may be refused by Owner. Nothing in this paragraph shall limit other remedies available to Owner as a payee of a dishonored check.

Tenant(s) Initials B BH

Owner and Tenant agree that three returned checks in any nine month period shall constitute frequent return of checks due to insufficient funds and may be considered a just cause for eviction.

Tenant(s) Initials B BH

8. **FAILURE TO PAY:** Pursuant to Civil Code Section 1785.26, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations, such as your financial obligations under the terms of this Agreement.

9. **INDIVIDUAL LIABILITY:** Each person who signs this agreement, whether or not said person is or remains in possession, shall be jointly and severally responsible for the full performance of each and every obligation of this agreement, including, but not limited to, the payment of all rent due and the payment of costs to remedy damages to the Premises regardless of whether such damages were caused by a tenant or invitee of Tenant.

PREMISES ADDRESS: 69 Hill ST, SF DATE: 5/28/13

Tenant(s) Initials

10. **USE/OCCUPANCY:** It is understood that the Premises is to be used exclusively as the primarily and principal place of residence of the named Tenant(s) who are the only "Original" Tenants of the Premises. Retail or other commercial use is prohibited except that limited home office use will be allowed provided that Tenant complies with all applicable laws regulating use and that no members of the public are invited to the Premises for business purposes and no employees of Tenant are allowed to work in the Premises. Tenant may have guests on the Premises for not over seven consecutive days or fifteen days in a calendar year, and no more than two guests at any one time. Persons staying more than seven consecutive days or more than fifteen days in any calendar year shall NOT be considered original tenants of the unit. Tenant must obtain the prior written approval of Owner if an invitee of Tenant will be present at the Premises for more than seven consecutive nights or fifteen days in a calendar year. Violation of the provisions of this section shall be deemed a substantial and material breach of this Agreement and is agreed to be a just cause for eviction.

BAH ✓

11. **ROOF:** Use of the roof for any purpose by Tenants and/or guests is NOT permitted. Tenants initials

12. **NUISANCE:** Tenant shall not commit, nor permit to be committed, any waste or nuisance upon or about the Premises. Tenant shall not disturb other tenants in the building containing the Premises. Three complaints against the Tenant in any nine month period shall constitute a substantial interference with other tenants' comfort, safety and enjoyment and shall be deemed a just cause for eviction. Tenant shall also be liable for the actions of their guests and/or invitees.

Tenant(s) Initials BAH ✓

13. **ASSIGNMENT AND SUBLETTING:** (*Owner must select one and ONLY one by initialing*) Tenant may not assign this Agreement or sublet the whole or any portion of the Premises without the prior written consent of Owner which MAY be unreasonably withheld. The named Tenant above is the only "original" Tenant. No person other than the named Tenant shall be permitted to regularly or continuously use or occupy the Premises unless all of the following conditions are met: (1) Tenant notifies Owner in writing, signed by every Tenant, stating a request to have a new person occupy the Premises; (2) said prospective occupant completes and gives to Owner Owner's rental application; (3) Owner approves of the prospective occupant's creditworthiness and references from prior landlords; and (4) Tenant(s) and prospective occupant acknowledge, in writing, receipt of a copy of Section 6.14 of the Rules and Regulations of the San Francisco Rent Ordinance, if applicable, and the new occupant signs Owner's standard form Agreement for such Occupancy BEFORE occupying the Premises, which Agreement will include a provision that the new occupant will abide by and perform all the obligations of this Agreement and that the rent for the Premises may be raised to market rates when the last of the original Tenant(s) moves from the Premises. In the event that Owner consents to any sub-tenancy, it is hereby agreed that the Original Tenant may not charge more to the sub-tenant(s) than that proportional share of the rent which is being charged by and paid to Owner which is attributable to any exclusive use area leased to the sub-tenant, plus a reasonable pro-rata share of the common area space of the apartment unit that the sub-tenant has a right to utilize. No action or inaction or acceptance of rent or knowledge on the part of Owner shall be deemed to be a waiver of the provision of this Paragraph on the part of Owner and shall not be deemed an approval of any person as a "sub-tenant" for any purpose.

Owner Initials ✓

Tenant(s) Initials

BAH ✓

~~Tenant(s) may NOT assign this Agreement nor sublet the whole or any portion of the Premises. This is a blanket prohibition which means that Tenant may not have any other person reside at the premises; that even if one tenant leaves no replacement tenant(s) will be permitted and no additional tenant or occupant will be allowed in the unit regardless of the relationship between Tenant and said proposed new occupant. Said prohibition on assignment and subletting shall apply equally to any parking space, garage, storage area or other rented space made available to Tenant(s).~~

Owner Initials __

Tenant(s) Initials

14. **PETS:** NO pets, dogs, cats, birds or other animals are allowed on or about the Premises, even temporarily or with a visiting guest, without Owner's prior written consent, excepting guide, service or signal dogs pursuant to California Civil Code Sections 54.1 and 54.2. Any such consent is conditioned upon Tenant completing and signing Owner's Pet Agreement, which shall become part of this Agreement. Strays shall not be kept or fed in or around the building. Strays can be dangerous and Owner must be notified immediately of any strays in or around the building. If a pet has been in a Tenant's apartment or allowed into the building, even temporarily (with or without Owner's permission) Tenant may be charged for cleaning, de-fleaing, deodorizing or shampooing any portion of the building or Premises at the discretion of Owner. BB H B ✓

Two cats have been allowed only Tenants Initials

owner Initials CV

15. **WATERBEDS:** Waterbeds and/or liquid filled furniture are PROHIBITED in accordance with Civil Code Section 1940.5. If the Premises are located in a structure for which the original Certificate of Occupancy was issued after January 1, 1973 then such furniture may be permitted only upon written consent of Owner, upon the completion of a Waterbed Agreement which shall become part of this Agreement, and subject to continued compliance by Tenant of all provisions therein.

16. **STORAGE:** (*Owner to select one*) No additional storage space outside of Premises is authorized, permitted or provided under this Agreement.

Owner Initials CV ✓

Tenant(s) Initials B BH

~~Storage space described as: _____ is hereby provided. Tenant acknowledges that no portion of the base Rent specified above, or any increase thereof, is consideration for or part of the rent for such storage space. The monthly charge for said storage space shall be $_____. Tenant releases Owner from any liability for loss or damage to Tenant's property while stored on the said Premises. Any property stored in designated storage areas shall be removed on or before the date termination of tenancy. In the event such property is not so removed, Owner may dispose of same without any liability to Tenant whatsoever and Tenant hereby specifically waives any rights as defined in Civil Code Section 1980 et. seq. Owner reserves the right to inspect all such storage areas and require necessary removal or clean up as it deems necessary for the health and safety of the Premises and its occupants. No storage of any kind will be permitted on fire escapes or in other common areas.~~

Owner Initials __

Tenant(s) Initials

17. **PARKING:** (*Owner to select one*) Premises does NOT include parking for any motor vehicles, nor is parking permitted anywhere on or about the Premises.

Owner Initials CV ✓

Tenant(s) Initials B BAH ✓

~~Parking described as: _____ is herein provided. Tenant acknowledges that no portion of the base Rent specified above, or any increase thereof, is consideration for or part of the rent for such parking. The monthly charge for said parking shall be $_____. Tenant agrees to use the parking space exclusively for the parking of motor vehicles; excluding trailers of any kind, boats, campers, buses, or trucks larger than a one-ton pickup. Absolutely NO mechanical work and NO storage of any kind shall be permitted in or around the parking space.~~

Owner Initials __

Tenant(s) Initials

18. **UTILITIES:** Tenant shall pay directly for all utilities, services, and charges provided to the Premises EXCEPT for those listed as follows: Water. Tenant agrees to comply with any energy or water conservation programs implemented by Owner. Tenant understands that the rent paid by all residents is partially determined by the cost of utilities. Nothing contained herein prevents Owner from passing through to Tenant utility costs as provided by law.

In accordance with local regulations Owner shall provide one working telephone line and one working telephone jack into the Premises. Tenant may, at its sole expense, add additional lines and/or jacks, but no more than three, and said installation shall not cause cosmetic or physical damage to the Premises or any other part of the building. It is Tenant's responsibility to maintain and to repair all said lines. Unlike the local gas and electric company, the telephone company charges for time required to repair telephone lines, wall jacks, etc. Therefore, Owner requires that Tenant obtain and keep in force an Inside Wiring Repair Plan with the telephone company that will defray the costs of any necessary repairs.

Tenant(s) Initials SB BH ✓

19. **INSPECTION OF PREMISES:** Tenant has inspected the Premises, furnishings and equipment including smoke detectors, where applicable, and has found the same to be satisfactory and in good working order. All plumbing, heating, and electrical systems are operative and deemed satisfactory by Tenant if Owner is not notified to the contrary within 48 hours of occupancy of the Premises.

20. **MAINTENANCE AND REPAIRS:** Tenant shall, at Tenant's expense, at all times maintain the Premises, furnishings and appliances, if any, in a clean and good condition and shall surrender the same upon termination of tenancy in the same condition as received (except for normal wear and tear). Tenant understands that Tenant is responsible for repair of ALL damages in and/or about the Premises whether caused by Tenant, Tenant's guests or invitees.

Except in an emergency,. maintenance and repair requests must be made in writing and delivered to Owner or its Agent. Such notice shall also be deemed permission to enter the Premises to perform such maintenance or repairs in accordance with Civil Code Section 1954 unless otherwise specifically requested, in writing, by Tenant. Owner believes the Premises is in safe and habitable condition until written notice to the contrary is received by Owner.

In the event that Premises is provided with hardwood floors or other non-carpeted floor surfaces, Tenant hereby agrees to keep at least 80% of such areas covered with floor rugs or similar coverings. It is also hereby understood that Tenant shall not change or replace any window coverings or other dressings visible from outside the Premises or building without the prior written consent of Owner.

Tenant acknowledges that the Premises and the building from time to time may require renovations or repair to keep them in good condition and repair and that such work may result in temporary loss of use of portions of the building or Premises and may

inconvenience Tenant. Owner agrees to do any such work in a manner that is consistent with cost efficiencies, is the least disruptive or intrusive to Tenant, and Tenant agrees that any such work is part of the condition of the rental of the Premises and is contemplated in the amount of rent paid therefor.

21. ALTERATIONS: Tenant shall NOT redecorate, paint, refinish floors, or otherwise alter the Premises in any way; Tenant shall not apply adhesive paper to any cabinets, walls, or doors; nor shall Tenant hang any plants, planters or lighting fixtures from ceilings or walls; nor shall Tenant tack, nail, or glue any coverings to floors or walls without prior written consent of Owner. Tenant shall not it install nor operate any washing machines, clothes dryers, portable dishwashers, deep freeze units (or other such appliances), pianos, organs, or outside antennae on the Premises without Owner's prior written consent. No plants, planters or plant boxes may be placed directly on floors, carpets, window ledges or fire escapes.

22. LOCKS: Tenant shall NOT change any lock or place additional locking devices upon any door or window of the Premises without the prior written consent of Owner. In the event of such installation Tenant shall provide Owner with keys to such lock or device within 48 hours. Once installed, an approved lock may not be removed even when the unit is vacated. Keys to the Premises are the exclusive property of Owner. Tenant shall not consign keys to the Premises to any other person without Owner's written consent. In the event that any keys to the Premises are lost, Tenant shall be liable for the entire cost of all key and lock replacement, at the discretion of Owner, as required for the security of the Premises, the building and its occupants. All keys must be returned to Owner when Tenant vacates, and such return shall designate the actual date and time of termination of tenancy. Tenant shall be charged for the cost of new locks and keys if all keys are not returned.

23. DAMAGES TO PREMISES: If the Premises are so damaged by fire, flood or from any other cause which renders it uninhabitable, either party shall have the right to terminate this lease as of the date of damage. Termination shall be made by written notice to the other party, to be given within fifteen days of occurrence of such damage; except that should such damage or destruction occur as a result of the conduct or negligence of Tenant or Tenant's guests, only Owner shall have the right to terminate. Should this right be exercised by either party, rent for the current period shall be pro-rated between the parties as of the date of occurrence of the damage. Any prepaid rent shall be refunded, along with the Security Deposit, to Tenant.

24. ENTRY AND INSPECTION: Owner shall have the right to enter the Premises pursuant to California Civil Code Section 1954. Such entry shall not be so frequent as to seriously disturb Tenant's peaceful enjoyment of the Premises. Owner shall give Tenant reasonable notice of its intention to enter the Premises and shall enter only during normal business hours. Normal business hours shall be defined as 7:00 AM to 7:00 PM, Monday through Saturday. If, however, Owner reasonably believes that an emergency exists (such as a fire or flood) which requires immediate entry, such entry may be made without prior notice to Tenant.

If the Premises or the building in which the Premises are located is required by any government agency, lender or insurer to undergo repairs or alterations Tenant agrees to cooperate fully with Owner so that all such repairs or alterations are made in as expeditious and efficient a manner as possible.

25. NOTICES: Any notice which either party may give, or is required to give, may be given as required by law or by mailing the same by first-class mail to Tenant at the Premises, and to Owner at: [redacted] or such other address designated by Owner.

26. TERMINATION: After the expiration of the original term of this Agreement either Owner or Tenant may terminate the tenancy created by this Agreement by giving at least 30 days prior, written notice to the other party. Upon termination Tenant

shall completely vacate the Premises and any parking or storage areas; deliver all keys, furnishings, if any, and Premises to Owner in the same condition as received excepting normal wear and tear; and give written notice of Tenant's forwarding address.

Any attempt by Tenant to terminate this rental agreement prior to the end of the original term shall be deemed to be a breach of this agreement and Owner shall be entitled to recover all damages occasioned thereby including leasing commissions, advertising expenses, and utilities maintained to show the unit.

27. HOLDING OVER: Tenant agrees to vacate the Premises by 7:00 PM on the termination date of this tenancy. Should Tenant fail to vacate by said time the hold-over shall be presumed to be willful and deliberate and Owner shall be entitled to damages for the hold-over period, plus such other expenses incurred due to breach of this condition of the Agreement.

28. HOLD HARMLESS: Owner shall not be liable for any damages or injury to Tenant, or any other person, or to any property, occurring on the Premises or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of Owner, his Agents, or his employees. Tenant agrees to hold Owner harmless from any claims for damages, no matter how caused, except for injury or other damages for which Owner is legally responsible.

29. INSURANCE: Owner's insurance does NOT provide for coverage of Tenant's personal belongings or personal liability unless as a direct and proximate result of Owner's negligence. Therefore, Owner strongly urges and recommends to each Tenant that Tenant secure sufficient insurance to protect against losses such as fire, flood, theft vandalism, personal injury or other casualty. Owner will NOT accept liability or responsibility for any losses not caused by its own proximate negligence.

Tenant(s) Initials TB BH

30. LEAD DISCLOSURE: Many homes and apartments built before 1978 have paint that contains lead (called lead-based paint). Lead from paint chips and dust can pose serious health hazards if not taken care of properly. The law requires that tenants and lessees receive certain information before renting pre-1978 housing. By signing this Agreement, Tenant represents and agrees that Owner has provided Tenant with such information, including, but not limited to, the EPA booklet entitled "Protect Your Family From Lead In Your Home" and the "San Francisco Lead Hazard Notice for pre-1978 Dwellings." Any known lead-based paint or lead hazards at the Premises, if any, are hereby disclosed as follows:
Lead based paint exists throughout entire building

31. INTERRUPTION OF SERVICES: Owner shall not be liable to Tenant or to any other person in damages or otherwise, nor shall Owner be in default under this Agreement for any interruption or reduction of utilities or services caused by someone other than Owner.

32. GENERAL: The invalidity or partial invalidity of any provision of this Agreement shall not render the remainder of the Agreement invalid or unenforceable. Violation by Tenant of any applicable ordinance or statute shall be deemed sufficient cause for termination of tenancy. No oral agreements have been entered into. This Agreement shall not be modified unless reduced to writing. Time is of the essence of this Agreement.

33. NO WAIVER: No failure of Owner to enforce any term of this Agreement will be deemed a waiver of that term or of any other term of the Agreement. The waiver by Owner of any term of this Agreement will not be deemed to be a waiver of any subsequent

breach of the same or any other term of this Agreement, nor will any custom or practice which may develop between the parties be construed to waive or to lessen the right of the Owner to insist upon performance by Tenant of all the provisions of this Agreement. The subsequent acceptance of rent by Owner will not be deemed to be a waiver of any preceding breach by Tenant of any term of this Agreement regardless of Owner's knowledge of such preceding breach at the time of acceptance of such rent. Owner's acceptance of a partial payment of rent will not constitute a waiver of Owner's right of the full amount due nor will Owner's acceptance of rent paid late ever constitute a waiver of Owner's right to evict Tenant for habitual late payment of rent.

34. ESTOPPEL CERTIFICATES: Tenant and each of them, within ten (10) days after notice from Owner, shall execute and deliver to Owner a certificate or statement signed by Tenant and each of them stating such information that may reasonably be requested by Owner, including, but not limited to, the amount of base rent currently paid, Tenant's move-in date, the date of any last rent increase, the identity of furniture or fixtures that belong to Tenant, whether the rent includes any parking space or storage space, and the amount of any security deposit or prepaid rent and whether interest on said deposit has been paid and when. In addition Tenant(s) shall disclose, upon request, any information which Tenant believes would prevent any purchase of the Premises or would prevent Owner or potential owner from moving into the Premises. Failure to deliver the certificate within the ten (10) days shall be a material breach of this Agreement.

35. APPLICATION: Any Rental Application or related form submitted by Tenant is incorporated herein as though set forth in full. Any misrepresentations contained therein shall be considered a material breach of this Agreement and may subject Tenant to eviction.

36. HOUSE RULES: Tenant agrees to abide by any and all house rules, whether made known before or after the date of this Agreement, including, but not limited to, rules with respect to noise, odors, disposal of refuse and use of common areas. Tenant has read, understands and agrees to be bound by the existing House Rules attached to and made part of this Agreement.

37. ATTORNEY'S FEES: In any legal action brought by either party to enforce the terms hereof, or relating to the demised premises, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

38. ENTIRE AGREEMENT: The foregoing constitutes the entire Agreement between the parties and may be modified only in writing signed by all parties except that Owner may change the terms of the tenancy and this Agreement pursuant to Civil Code Section 827.

39. Tenant agrees to pay for garbage equivalent to 20% of actual garbage costs. To be paid annually or deducted from security deposit at owner's discretion. BA H ✓

Tenants initials

BY SIGNING BELOW TENANT(S) HEREBY ACKNOWLEDGE(S) READING AND UNDERSTANDING THE TERMS OF THIS AGREEMENT, AND FURTHER ACKNOWLEDGE(S) RECEIVING A COPY HEREOF:

OWNER: Chris Vanderstar DATE: 5/28/13

PREMISES ADDRESS: 69 Hill St, SF DATE: 5/28/13

TENANT [signature] DATE: 5-28-13

TENANT [signature] DATE: 5/28/13

TENANT _____ DATE: _____

PREMISES ADDRESS: 69 Hill St, SF DATE: 5/28/13

HOUSE RULES

To protect your comfort and privacy, and that of your neighbors, Management has adopted the following rules and regulations concerning your conduct while a Resident of the Premises. Management reserves the right to post changes or additional rules and regulations related to the health, safety and well being of the Residents and the property.

NOISE

1. **Tenants shall not make or permit any noise which will disturb other residents. No boisterous play or running in hallways. No slamming doors.**
2. **Radios, televisions, or any other sound equipment should NEVER be operated to the disturbance of others. Special care should be exercised before 8:00AM and after 10:00PM. Tenants must comply with the directions of Management and Management's determination shall be final.**
3. **Tenants are responsible for insuring that disturbing noises are not caused by Tenant's family or guests.**

PARKING (if available)

4. **Tenants shall park in their assigned place ONLY and shall not permit visitors to use parking facilities.**
5. **Only vehicles may be parked in garage/parking areas.**
6. **Motorcycles, motor-driven cycles and bicycles, etc., shall not be stored in/on patios, fire escapes. hallways or other non-parking areas.**

BUILDING

7. **No alteration that will affect the building's appearance. such as the window coverings, shall be permitted without Management's prior written approval.**
8. **No foil, signs, advertisements, posters or similar displays, except burglary prevention notices, shall be affixed to any door, window or exterior wall without Management's prior approval.**
9. **Garbage cans, brooms, mops, cardboard boxes and similar articles are to be kept inside the Tenant's premises and out of view. Care shall be exercised that such articles are not stored in such a way as to create a fire or safety hazard.**
10. **Towels, rugs, clothing and other similar articles are not to be hung from windows, railings or balconies.**

LOCKOUTS

11. **Tenants should take care not to lock themselves out of their apartments. If Management is required to assist any Tenant in gaining entry to Tenant's apartment on more than one occasion, Management may charge Tenant $25.00 for each successive lockout or may require Tenant to contract with a professional locksmith.**

INSURANCE

12. **Tenants are advised to carry sufficient personal insurance on their personal property and to protect them from liability to avoid loss due to fire, flood, theft, personal injury or injury to others, or other casualty. Management and Owner will no be financially responsible for replacement of any items or for Tenant's liability unless as a direct and proximate result of Management's or Owner's negligence.**

REFUSE

13. **In order to preserve the appearance and cleanliness of your building, Tenants shall take care to prevent waste from dropping or spilling on carpeting, concrete and walkways when disposing of refuse.**
14. **Tenants are required to cooperate with any recycling programs in effect.**
15. **Items to large to fit in any trash chute or refuse container must be carried to the area designated by Management.**
16. **Refuse is to be placed inside designated containers or chutes and doors and lids should not be slammed.**
17. **Tenants are responsible for the general cleanliness and sanitation of the building. Please keep that in mind at all times.**
18. **Cardboard boxes and other large refuse should be broken down or folded before being placed in**

PREMISES ADDRESS: 69 Hill St., SF DATE: 5/28/13

designated containers.

DELIVERIES

19. Management is not responsible for the delivery or acceptance of, damage to or loss of messages, packages, mail or other material left at the entrances to the building or elsewhere on the premises.

UNIT CARE

20. Before washing or cleaning walls, drapery or carpet, consult Management for the appropriate method or for recommended vendors to perform such work.
21. Tenant shall be responsible for any damage caused by the employment of any improper method or vendor and for the cost of redoing the work or restoring damaged articles or property if the method applied or the vendor employed was unsatisfactory.
22. Installation of air conditioners, ventilators or window screening devices must first have written approval of Management.
23. No painting of any kind is permitted without Management's prior written consent. Any time such permission is given it is expected that the original paint colors will be restored prior to vacancy. Tenant shall be responsible for any costs involved in such repainting.
24. Any accessories such as towel bars, coat hooks or built-in closet shelves may not be added without Management's prior written consent. Once installed they may not be removed even upon vacancy of the unit.
25. Garbage disposals and other plumbing facilities must be used only for the purpose for which they were designed and constructed.

WALL HANGINGS

26. Adhesive picture hangers of any kind are prohibited. Picture hangers employing a thin nail or pin are permitted.
27. However, Tenant is responsible for the cost of any repairs or painting required as a result of the hanging of pictures or other objects.

LAUNDRY FACILITIES (if available)

28. Heavy articles are not allowed in the laundry machines or dryers.
29. Please remove contents from machine promptly when cycle is complete.
30. Management assumes no responsibility in the use of laundry equipment or for items lost, stolen or damaged therein.

Acknowledged:

Tenant Tenant Tenant

6.14 NOTICE

TO: Tim Scoppetta, Bryan Hoffmann, Jessica Codispoti

(and all others occupying the premises described below)

Premises to which this notice relates: 69 Hill St, San Francisco CA 94110

PLEASE TAKE NOTICE THAT:

(1) When the last tenant vacates the premises, a new tenancy is created for the purposes of determining the rent under the Rent Ordinance: and,

(2) All new co-tenants or occupants are not considered tenants under subsection (a) of Section 6.14 of the San Francisco Rent Stabilization and Arbitration Board's Rules and Regulations.

A completed copy of Section 6.14 is included below.

Date: 5/28/13 Landlord: Chris Vanluty

Section 6.14 Agreements to Pay Additional Rent for Change of Tenants.

(Added March 7, 1989: amended August 29, 1989)

(a) A tenant is any tenant residing at the premises with the landlord's permission, toleration, passive consent, or per written oral agreement with the landlord at any time since the Rent Ordinance was adopted on June 12, 1979. The landlord's approval or permission to rent to an original tenant may be expressed, implied, or inferred from the behavior of the parties.

(b) When one of the tenants as defined above resides in the unit, a new co-tenant or tenant does not create a new tenancy for purposes of the Rent Ordinance or otherwise change the terms and conditions of the tenancy. For example, "A" rents unit 1 in 1983: "B" moves into unit 1 with A in 1985. The landlord acquires knowledge of B living in unit 1 with A shortly after B moved in because B called the landlord to make repairs in the unit. When A moves out in 1988, the landlord may not change the terms and condition of the tenancy or treat unit 1 as a new tenancy because A and B meet the definition of a tenant as described in subsection (a) above.

(c) A landlord may reach a written agreement or serve written notice upon all of the tenant(s) as defined in subsection (a) above that when the last of the tenant(s) who meet the latter definition vacates the premises, a new tenancy is created for purposes of determining the rent under the Rent Ordinance. A complete copy or reasonable restatement of the Section 6.14 shall be attached to or incorporated into any written agreement or notice. Both the landlord and tenant(s) have a separate and distinct duty to provide a copy of any such written agreement to any new co-tenants(s).

(d) In any event, a new co-tenant shall be considered a tenant as defined in subsection (a) above unless the landlord gives the new co-tenant written notice that she/he is not considered a tenant under subsection (a) above, within 60 days of the date that the landlord learns of the co-tenant's presence in the unit. A landlord may comply with subsection (c) and this subsection (d) simultaneously.

Received, Read, and Understood:_____ Date:_____

Premises address: 69 Hill St, San Francisco CA 94110

Tenants Tim Scoppetta and Bryan Hoffman specifically request they be sole beneficiaries to the lease for 69 Hill st, SF, and state Jessica Codispoti will be their sub-tenant.

Tenant: date:

Tenant: date:

EXHIBIT B

ZORIALL LLC
584 Castro Street, #199
San Francisco, CA 94114

(415)-691-1264

June 26, 2014

All Tenants
69-75 Hill Street
San Francisco, CA 94110

Notice of Change of Ownership and Management

Dear Tenant(s),

We wish to inform you that the building is under new ownership and management effective 06/26/2014. My name is Anna Swain and I will be your primary contact.

Please note that all future rent payments should be made payable and mailed to:

Zoriall LLC
584 Castro Street, #199
San Francisco, CA 94114

Please let us know if there any changes to your contact information when you send out your May rent payments so we may easily reach you.

For all repairs, please feel free to text me at the above number or send a request by mail to the above address.

Except for the above mentioned change, and the changes in the separately noticed Change of Terms with the same date, all other terms of your Rental Agreement shall remain in force and effect. We look forward to meeting each and every one of you in the very near future.

Sincerely,

Note: Management's failure to require compliance with conditions of this agreement, or to exercise any right provided herein, shall not be deemed a waiver by Management/Landlord or such condition or right. Management's / Landlord's acceptance of the rent with knowledge of default under agreement by Tenant shall not be deemed a waiver of such default, nor shall it limit Management's / Landlord's rights with respect to that or any subsequent right. It is further agreed between the parties that payment of rent at any time shall not be a waiver to any Unlawful Detainer action unless Management in writing specifically acknowledges that this constitutes a waiver to the Unlawful Detainer action.

EXHIBIT C

HOUSE RULES

Dated: July 26, 2014

Effective: 30 Days from Receipt
California Civil Code Section 827
(These Rules supersede all other Apartment House Rules)

I. GENERAL

This document is an addendum and is part of your Rental Agreement for your rental unit at property location: **69-75 Hill Street, San Francisco, California 94110.**

New policies and rules or amendments to this document may be adopted by the Landlord upon giving 30 days' notice in writing to Tenants with month-to-month tenancies. Tenant accepts the House Rules by remaining in possession after they come into effect and paying rent each month. If Tenant does not accept the House Rules, Tenant may opt to give 30 days' written notice to Landlord to terminate his or her tenancy and move out.

II. USE

1. All apartment units in the building are to be used exclusively as the primary and principal place of residence of the Tenant who is the "Original" Tenant of the premises, and for residential use only. No business operations may be run from the premises. Retail or commercial use is prohibited except that limited home office use will be allowed provided that Tenant complies with all applicable laws regulating such use.

2. Tenant may not assign this Agreement or sublet the whole or any portion of the Premises without obtaining the prior written consent of Landlord which MAY be unreasonably withheld. The Tenant(s) named in the rental agreement and/or who originally moves into the vacant rental unit is the only "original" Tenant. Tenant may not take in any boarders, lodgers, or roommates (including replacement roommates) without the prior written consent of the Landlord. No person other than the named Tenant(s) shall be permitted to regularly or continuously use or occupy the Premises unless he or she completes the Landlord's regular application process and abides by the guidelines set forth in Section 6.15 of the San Francisco Rent Board Rules & Regulations. Particularly, all of the following conditions must be met: (1) Tenant notifies Landlord in writing, stating a request to have a new person occupy the Premises; (2) said prospective occupant completes Landlord's rental application and pays the processing fee; (3) Landlord approves of the prospective occupant's credit worthiness and references

from prior landlords; and (4) The prospective occupant is served with a copy of Section 6.14 of the Rules and Regulation of the San Francisco Rent Ordinance. No action or inaction or acceptance of rent or knowledge on the part of Landlord shall be deemed to be a waiver of the provision of this Paragraph on the part of Landlord and shall not be deemed an approval of any person as a "subtenant" for any purpose.

3. Depending upon the habitable space in rooms used for sleeping purposes, as defined by the Uniform Housing Code, Landlord may place a reasonable limit on the number of persons occupying the rental unit. Where more than two persons occupy a room used for sleeping purposes, the required floor space may not be less than 70 square feet; and where more than two persons occupy a bedroom, the required floor space is increased by 50 square feet for each occupant in excess of two, minor children under six years old excepted.

4. No Tenant may use the kitchen, hallways, closets, stairwells, laundry rooms, or bathrooms or any room less than 70 square feet for sleeping purposes. Tenant must utilize portions of the rental property for living, sleeping, cooking or dining purposes only as they were respectively designed or intended to be used for such occupancies.

5. No guest(s) can stay for more than 7 consecutive days or 15 days in a calendar year without prior written consent of the Landlord. Violation of this rule shall be deemed a substantial and material breach of the rental agreement and just cause for eviction.

6. All common areas, such as backyard, must be shared equally amongst the tenants. Any areas designated for exclusive use by certain tenants must be mutually agreed to by all tenants. Once certain areas have been designated for exclusive use by certain tenants, then the other tenants shall courteously respect that designated and not trespass thereon.

III. RENT TERMS

1. All rents are due to Landlord by midnight on the first day of each month and deemed late after the fifth day. After that, Tenant will be responsible for payment of a late fee in the amount of $50.00. Tenant will also be responsible for payment of $25.00 for each bounced check. No cash rental payments will be accepted at any time. Failure to pay the late fee within 60 days after a written demand is made upon Tenant by Landlord for said payment will result in the late fee being deducted from the Tenant's security deposit.

2. Tenant must replenish the amount of the original security deposit in the possession of the Landlord by the Tenant's next Anniversary Date. Failure to do so will constitute a breach of a covenant of tenancy and lawful obligation, and a Three Day Notice to

Cure or Quit may be served by Landlord, at its option, and only cured by Tenant by the timely replenishment of the security deposit in full.

3. A written rental agreement with each Tenant's name, and/or present or former Master Tenant's name on it if Tenant is a Subsequent Occupant as defined by Section 6.14 of the Rent Board Rules & Regulations, must be on file with the Landlord. The written rental agreement shall be the Landlord's then standard rental agreement or the standard written rental agreement used by a prior landlord at or about the time the Tenant's tenancy commenced (if said form is available). If a Tenant maintains that he has an oral rental agreement, then the House Rules promulgated by the Landlord shall apply to Tenant's tenancy if he or she has a month-to-month tenancy and continues to pay monthly rent.

4. A completed and signed Tenant Information Form or Tenant Application containing each Tenant's information (re general background check, current employment, credit and income information, references and emergency contact persons) must be on file with the Landlord and updated upon the Landlord's request.

5. If requested by the Landlord, Tenant will have ten (10) calendar days to provide updated Tenant Information and a signed written rental agreement to the Landlord.

6. After Tenant's written lease expires, Tenant's tenancy automatically becomes a month-to-month tenancy. Tenant must give 30 days' written notice to vacate Landlord. Tenant's security deposit cannot be used for last month's rent. The day Tenant vacates is the day he or she turns in the key to his apartment to the Landlord and fills out a *Statement of Condition* form with the Landlord, whichever is later. If Landlord accepts the key, the tenancy is terminated, and Tenant and Landlord are no longer responsible for performance under the terms of the applicable Rental Agreement.

7. If Tenant has given a 30-day notice to vacate, it is Tenant's responsibility to make an appointment with landlord to turn in the keys and fill out a *Statement of Condition* form with Landlord. Failure to do so may result in damage, cleaning, or other charges being withheld from Tenant's security deposit refund.

8. Whether or not Tenant informs Landlord that he or she is vacating the apartment, if Tenant vacates the apartment for longer than 180 days and sets up residency elsewhere (as his or her principal place of residency as defined by Section 1.21 of the San Francisco Rent Board Rules & Regulations) without making arrangements with the Landlord to continue his tenancy, that Tenant's tenancy is deemed terminated and treated like an abandonment without further notice by the Landlord or without formal acceptance by the Landlord or Tenant's termination of his tenancy, even if other Tenants, who resume responsibility of paying the rent under the applicable rental agreement for the apartment, remain.

9. Upon the request of Landlord, Tenants must disclose to the Landlord what amount of rent each Tenant contributes to the total rent on the rental unit. No master tenant may collect more rent (or charge for services relating to housing services) from his roommates or co-tenants more than what he pays the Landlord. Any such violation of the San Francisco Rent Control laws will result in eviction of all Tenants in the rental unit. Furthermore, no master tenant may charge more to his or her roommates than that proportional share of the rent which is being charged by and paid to the Landlord which is attributable to any exclusive use area rented to the subtenant, plus a reasonable pro-rata share of the common area space of the apartment unit that the subtenant has a right to utilize.

10. All communications with the Landlord must be in writing, or followed up in writing.

11. All sums of money received by the Landlord from Tenant shall be applied to the oldest outstanding monetary obligation owed by Tenant to Landlord (rent and late fees). Any other designation by Tenant of the manner in which said payment is to be applied shall be void and of no effect.

IV. NOISE AND CONDUCT

1. Tenant shall be courteous to all other tenants, Tenant shall not make or allow any excessive noise in the unit nor permit actions, which shall interfere with the rights, comforts or conveniences of other persons, especially between the hours of 9.00 p.m. and 8.00 a.m., that including cleaning in common areas, doing laundry in the laundry room (if applicable), operating machinery, equipment, playing with toys with wheels or motors, or toys that pound.

2. All floors that have the potential to cause excessive noise when walked upon, to surrounding rental units shall be covered, at the Tenant's expense. Alternatively, Tenant must remove his or her shoes before walking on such floors if he or she is unwilling to cover the floors at his or her own expense.

3. Tenant shall refrain from playing musical instruments, television sets, stereos, Radios, and other entertainment items at a volume which will disturb other persons.

4. Tenant shall refrain, and shall ensure that Tenant's guests likewise refrain, from Activities and conduct outside of the unit (in common areas, parking areas, etc.) which are likely to annoy or disturb other persons.

5. Tenant is responsible for the conduct of his or her guests. Bad conduct or property damage or destruction by a guest shall be charged to the Tenant. Tenant shall not permit any person on the premises with his permission, to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or rental unit, or the facilities, equipment, or appurtenances thereto, or do any such thing himself.

6. Any acts of harassment, verbal abuse, or property damage by any tenant upon

Another tenant, the landlord, or its representatives shall be grounds for eviction.

7. NO SMOKING in the building, including inside dwelling units and inside interior common areas.

V. CLEANLINESS AND TRASH

1. Tenant shall keep the rental unit clean, sanitary and free from objectionable odors and clutter at all times.

2. Tenant shall properly use and operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits.

3. Tenant shall maintain their own garbage service and put garbage cans on the curb for pick up timely and as required. No more than six persons may use one garbage can. Tenant shall pay for the use of additional garbage cans as the occupancy of his rental unit requires.

4. None of Tenant's belongings shall be stored anywhere on the premises, other than in Tenant's rental unit, or areas designated by the Landlord. Any fines or cost of enforcement may be deducted from Tenant's security deposit.

5. Tenant shall ensure that trash and other materials are not permitted to accumulate so as to cause a hazard or be in violation of any health, fire or safety ordinance or regulation.

6. Tenant shall ensure that garbage is not permitted to accumulate and that it is placed in the trash containers provided for that purpose on a daily basis. Tenant shall ensure that large boxes are broken apart before being places in the trash containers. Tenant shall be responsible, at Tenant's expense, for hauling to the dump those items too large to fit in the trash containers.

7. Tenant shall ensure that furniture and property is kept inside the unit and that unsightly items are kept out of view.

8. Newspapers are to be placed in the newspaper disposal bin located in on the premises.

9. Other than laundering delicate in need of hand washing, Tenant shall not use the sinks or bathtub inside the premises to launder his or her clothes, and instead use an outside Laundromat.

10. Tenant shall refrain from shaking or hanging clothing, curtains; rugs, and other coverings and plants outside of or on any window, ledge, or balcony.

11. Tenant shall refrain from disposing of any combustible or hazardous material in trash containers or bins.

12. Landlord cannot be held responsible for any damage or theft of any nature due to Tenant's personal property which might be stored in the common areas on the premises.

13. Bicycles cannot be parked or stored anywhere except in the garage, if one is Available. Tenant's apartment and common areas in the building cannot be used for bicycle parking or storage. It is Tenant's responsibility to keep his bicycle securely locked at all times. **Landlord cannot be held responsible for any damage or theft of any nature to Tenant's bicycle or any other personal property which might be stored on the premises.**

14. Scooters, mopeds, and motorcycles can only parked in rented garage spaces, if a garage is available. They are not allowed anywhere else, including sidewalks, driveways, or in the building.

15. Repairing Tenant's vehicle is not permitted ANYWHERE on the building property or adjoining driveways or sidewalks.

16. Parking is not allowed on sidewalks, nor may Tenant block the garage door or Service door entrances or fire escapes. Tenant is subject to towing, at his expense, if he parks on the sidewalk or blocks any entrances.

17. THE ROOF OF THE BUILDING IS OFF LIMITS EXCEPT AS A FIRE ESCAPE.

18. NO PETS ALLOWED – not even to visit or on a temporary basis, unless set forth in Tenant's Rental Agreement or in a written Pet Agreement. In the event Tenant obtains written consent of Landlord to keep a pet, all pets must be kept on leashes while in the common areas of the building property.

19. Tenant shall be responsible for paying for his own gas and electric bill as separately metered, or his proportional share of the Landlord's single bill. If said bill is not separately metered, then Tenant's fair share shall be determined by dividing up the bill by the number of occupants using and occupying Landlord's property (minors included), including Landlord and his family or co-occupants.

20. No parking space may be used for storage or as a storage place for anything other than one working vehicle. Tenant may not store a nonworking, defunct or broken vehicle in any parking space for more than 60 days.

21. No parking space included in Tenant's rental or rented to Tenant under a separate rental agreement, or any portion thereof, may be sublet without the prior written consent of Landlord. Nor may Tenant's rental agreement be assigned to another without the prior written consent of Landlord.

22. No satellite dishes are allowed in or about the building.

VI. SAFETY/SECURITY

1. Security is the responsibility of each Tenant and guest. Landlord assumes no responsibility or liability, unless otherwise provided by law, for Tenants' and guests' safety and security, or for injury or damage caused by the criminal acts of other persons.

2. Tenant should help keep the building secure. Tenant should never allow any unknown person into the building and make sure the front and garage doors are locked behind him.

3. Tenant should ensure that all doors are locked during Tenant's absence.

4. Tenant may not install alarms, change the locks or add additional security hardware to his apartment, or any portion thereof, without prior written permission of the Landlord. Tenant shall provide a copy of the key to the Landlord. In case access is necessary, Tenant may never secure his apartment in any manner that would deny access to the apartment by Landlord.

5. Tenant should ensure that all appliances are turned off before departing from the premises.

6. When leaving for an extended period, Tenant should notify Landlord how long Tenant will be away.

7. Prior to any planned absence from the unit, Tenant shall give Landlord authority to allow entry to the unit to any person or provide Landlord with the name of any person or entity permitted by Tenant to enter the unit.

8. Tenant shall refrain from smoking in bed, and not within 20 feet from Landlord's or other tenants' residences. Tenant shall not throw away or leave any cigarette butts on Landlord's property.

9. Tenant shall refrain from storing at the premises, and shall regularly dispose of household hazardous waste such as paint, used batteries, pesticides, fluorescent lights, mercury thermometers, solvents, degreasers, antifreeze, gasoline, used motor oil, cleaning solvents or other combustibles, and electronics waste, etc. from the premises. All volatile materials shall be regularly disposed of by Tenant (at no charge) at the proper site on Tunnel Road in San Francisco, call (415) 554-4333 for instructions.

10. Tenant shall refrain from placing any newspapers, potted plants or any items in interior and exterior stairways, or fire escapes.

11. If Tenant is locked out of his apartment, Tenant may ask Landlord to let him in. In such a case, Landlord may charge Tenant $100.00 for each incident. If unable to do so, Landlord will recommend Locksmith Company whose fees are to be determined by the company.

VII. MAINTENANCE, REPAIRS AND ALTERATIONS

1. Tenant shall advise Landlord any items requiring repair, such as dripping faucets, running toilets, and plumbing leaks. Tenant shall make repair requests as soon after the defect is noticeable and causing a continuous problem.

2. Each rental unit is entitled to have the drain in their rental unit snaked by a plumbing professional one time per year, at no charge. If the same drain needs to be snaked more than one time per year, and the plumber determines that the clog is due to improper care by Tenant (i.e., hair or food in the drain which could have been prevented by the use of a strainer or hair catch), then Tenant will be charged for and pay for the actual cost of the snaking.

3. If Tenant needs a repair within his unit, Tenant must make a work order request in writing unless it is an emergency. Until the Landlord has received a written request, signed by the Tenant, the repairs cannot be done. TENANT MAY NOT UNILATERALLY MAKE REPAIRS TO THE PROPERTY AND DEDUCT IT FROM HIS RENT UNLESS LANDLORD HAS BEEN NOTIFIED AND GIVEN A REASONABLE AMOUNT OF TIME TO MAKE THE REPAIR. All procedures regarding the "Repair and Deduct" remedy must be pursuant to applicable California law.

4. If Tenant has an EMERGENCY repair, contact Anna Swain at (415)691-1264.

5. Tenant shall be responsible for replacing batteries in all smoke detectors and advise Landlord if smoke detector(s) in his apartment are not operating properly.

6. Tenant shall refrain from making any alterations, modifications or improvements to the unit or building without written consent of Landlord.

7. Tenant shall refrain from using aluminum foil or paper as a window covering and shall obtain the approval of Landlord before using any window covering visible from the exterior of the building.

8. Tenant may not, under any circumstances, use the sink as a garbage disposal. Bones, grease, oil, egg shells, stringy vegetables, hard materials, etc. shall not be dumped down the sink drains or toilets.

9. Tenant may not use sharp instruments to defrost the refrigerator, if damaged in this manner, he or she will be held responsible for the replacement cost of a new refrigerator.

VIII. NO WAIVER BY LANDLORD

1. No failure of the Landlord to enforce any term hereof shall be deemed a waiver. The receipt by Landlord of the rent with knowledge of any violation of a covenant or condition hereto shall not be deemed a waiver of such violation.

2. If any legal action or proceeding is brought by any party against the other under this rental contract, to enforce the terms hereof, or relating to the premised, each party shall pay their own attorney's fees and costs.

3. This set of House Rules supersedes any previous house rules for the property.

IX. AUTHORITY OF INDEPENDENT CONTRACTORS

4. Workers at the building are independent contractors of the Landlord, and are not designated property managers or agents authorized to act on behalf of the Landlord. No person, other than Management is authorized to approve tenancies, receive verbal or written notices from Tenant intended for the Landlord, receive formal complaints from Tenant intended for the Landlord, give permission to Tenant for anything concerning tenancies or use of the building, modify or amend rental agreements, promulgate House Rules, issue legal notices, or authorize repairs by Tenant or reimbursements to him or her.

EXHIBIT D

Zoriall LLC
584 Castro Street, #199
San Francisco, CA 94114

THIRTY DAY NOTICE OF CHANGE IN TERMS OF TENANCY

California Civil Code Section 827

July 26, 2014

TO: Tim Scoppetta & Bryan Hoffman
69 Hill Street
San Francisco, CA 94110

PLEASE TAKE NOTICE that on July 30, 2014, or 30 days after service of this notice, whichever is later, and pursuant to California Civil Code Section 827, the Owner of 69-75A Hill Street, San Francisco, CA 94110 (the "Subject Property") will change one of the terms of your tenancy and omit the "Attorney's Fees" provision of the written, now month-to-month rental agreement that commenced on June 16, 2013. Effective in 30 days, the new term will read, "ATTORNEY'S FEES: In the event any action is brought by any party against the other under this rental contract, to enforce the terms hereof, or relating to the premises, each party shall pay their own attorney's fees and costs."

The new change in the terms of your tenancy shall take effect on August 30, 2014 or 30 days after service of this notice, whichever is later.

Advice regarding this notice is available from the Residential Rent Stabilization and Arbitration Board located at 25 Van Ness Avenue, Suite 320, San Francisco, California 94102. The telephone number is 415.252.4600.

If you have any questions regarding this matter, please call the undersigned.

By_____
Zoriall LLC
(415) 691-1264

EXHIBIT E

ZORIALL LLC
584 Castro Street, #199
San Francisco, CA 94114
(415) 691-1264

November 9, 2014

All Occupants
69-75 Hill Street
San Francisco, CA 94114

CHANGE OF MAIL BOX AND
NOTICE TO REMOVE ALL ITEMS IN LOWER LEVEL

Hi Everyone,

We noticed that the mail slots are too small for some of the larger items being delivered. We ordered and are installing the new boxes. We spoke to the Post Office local center and they can take up to a month to get a lock. In the meantime, they will continue to deliver the mail.

We also previously altered several of you to clear all your personal items from the lower level of the building. We noticed bikes and some trash that need to be cleared. Please remove those last items no later than November 24th as after that day as we will assume they don't belong to anyone and we will remove the items.

Sincerely,

Zoriall LLC

Note: Management's failure to require compliance with conditions of this agreement, or to exercise any right provided herein, shall not be deemed a waiver by Management/Landlord or such condition or right. Management's / Landlord's acceptance of the rent with knowledge of default under agreement by Tenant shall not be deemed a waiver of such default, nor shall it limit Management's / Landlord's rights with respect to that or any subsequent right. It is further agreed between the parties that payment of rent at any time shall not be a waiver to any Unlawful Detainer action unless Management in writing specifically acknowledges that this constitutes a waiver to the Unlawful Detainer action.