

COMMERCIAL LEASE AGREEMENT

The Fundamental Lease Provisions are an integral part of this Lease and each reference in this Lease to any of the Fundamental Lease Provisions shall be construed to incorporate all of the terms provided under each such Fundamental Lease Provision. In the event of any conflict between any Fundamental Lease Provision and the balance of this Lease, the balance of this Lease shall control.

TENANT

LANDLORD

Date 2/24/2020

Date 2/10/2020

By Rebecca G. Garner

By David Kioroff

By _____

For: Platinum Capital, Inc.

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

APPROVED AS TO FORM

2/20/20
CHARLES PARKIN, City Attorney

By [Signature]
RICHARD ANTHONY
DEPUTY CITY ATTORNEY

OFFICE OF FOREIGN ASSETS CONTROL CERTIFICATION

A. Certification. Tenant certifies that:

- (i) It is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order of the United States Treasury Department as a terrorist, "Specially Designated Nation or Blocked Person", or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and
- (ii) It is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation.

B. Indemnification. Tenant hereby agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

Tenant: Rebecca G. Garner Date: 2/24/2020

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

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LEASE

SECTION 1. LEASED PREMISES:

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, space within a building, now or hereafter to be constructed in the Shopping Center more fully described in Exhibit "A" hereto (the "Shopping Center"), which space (the "Leased Premises" or "Premises") consists of a leased area deemed to have an approximate size as set forth in the Fundamental Lease Provisions. The approximate location of the Leased Premises is crosshatched on the site plan of the Shopping Center attached hereto as Exhibit "A."

SECTION 2. INITIAL CONSTRUCTION:

If Landlord or Tenant is to perform construction with respect to the Leased Premises, the responsibility for the performance of such construction and payment therefore will be set forth in Exhibit "B" attached hereto and made a part hereof. If Tenant is required to obtain a Conditional Use Permit or other similar permit from any governmental agency in order to lawfully conduct the business described in the Fundamental Lease Provisions, such permit or permission must be applied for within 30 days of the date of the Lease. Failure to timely apply for such necessary permit shall be deemed a material breach of the Lease.

SECTION 3. TERM:

A. The term of this Lease shall commence on the date Landlord tenders possession of the Leased Premises to Tenant, or on such earlier date as Landlord would have been in a position to tender possession of the Leased Premises to Tenant but for the actions of Tenant (the "Term Commencement Date"). Landlord shall tender possession by way of a written notice to Tenant or by giving Tenant the key to the Leased Premises. For the purposes of this paragraph only, "Landlord" shall include Landlord's supervising architect or other agent authorized in writing by Landlord to tender possession of the Leased Premises to Tenant.

B. The term of this Lease shall end at 11:59 p.m. on the date set forth as the Lease Termination Date in the Fundamental Lease Provisions, unless extended or sooner terminated pursuant to the provisions of this Lease.

C. Landlord estimates that the Term Commencement Date shall occur on or before the date set forth in the Fundamental Lease Provisions as the Scheduled Date of Possession. However, under no circumstances, and in no event, shall Landlord be liable in any manner for any failure to tender possession of the Leased Premises to Tenant on or before the Scheduled Date of Possession. If the term of this Lease has not commenced within ninety (90) days after the Scheduled Date of Possession, Landlord or Tenant may terminate this Lease at any time thereafter upon ten (10) days' prior written notice to Tenant. If for any reason the term of this Lease has not commenced within one (1) year after the date of execution of this Lease, this Lease shall be automatically deemed canceled and shall have no further force or effect.

D. Landlord shall provide Tenant with thirty (30) days of early access to the Premises with no obligation to pay rent for the purpose of installing its furniture, fixtures and equipment.


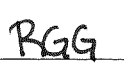
SECTION 4. RENT:

A. RENT COMMENCEMENT DATE. The date on which the obligation of Tenant to pay those charges designated as rent and Additional Rent hereunder shall commence is referred to in this Lease as the Rent Commencement Date as specified below. All obligations of Tenant under this Lease, other than the obligation of Tenant to pay those charges designated as rent and Additional Rent hereunder, shall commence on the Term Commencement Date.

The obligations of Tenant to pay those charges designated as rent and additional rent hereunder shall commence on the date Landlord shall have "substantially completed" such tenant improvement work (the "Rent Commencement Date"). Substantially complete shall mean the date (1) selected contractor has completed the Tenant Improvements and other work that it is obligated to perform pursuant to Exhibit B and Schedule 1, notwithstanding "punch list" items which do not interfere with use of the Leased Premises, (2) Landlord obtains a Certificate of Occupancy for the Leased Premises or equivalent, (3) all fire alarms, smoke detectors, exit lights, life safety equipment and other building code requirements are installed and operational on the Leased Premises, and (4) the HVAC, utilities, plumbing service and doors and hardware for the Leased Premises are sufficiently completed so as to enable Tenant to move in and install its furniture, fixtures, machinery and equipment in the Leased Premises and conduct normal business operations in the Leased Premises. Notwithstanding the foregoing or anything else in this Lease, rent for the first month of the Lease Term only is due and payable three (3) weeks from the time the Lease is fully executed.

RENT ABATEMENT. Base Rent and Additional Rent shall be 100% abated for the second (2nd) through the sixth (6th) months after the Rent Commencement Date ("Abatement Period"). The Rent Abatement is conditioned upon Tenant's not committing an Event of Default under this Lease. If the Tenant commits an Event of Default and fails to timely cure such an Event of Default, then the entire Base Rent and Additional Rent otherwise due and payable for the Abatement Period shall be reinstated and shall then become due and payable. All of the Rent Abatement which has not been used by Tenant as of the date of the Event of Default shall automatically terminate and become null and void, and Tenant shall thereafter pay all Base Rent and Additional Rent when due under this Lease.

B. FIXED MINIMUM RENT. Tenant shall pay rent (subject to adjustment as set forth in Section 4.C.) to Landlord each Lease Year on the first day of each calendar month or earlier, in the applicable amount set forth in the Fundamental Lease Provisions except as provided in Section 4.E., at the address of the Landlord set forth in the Fundamental Lease Provisions, or at such other place designated in writing by Landlord, without prior demand, and without any deduction, setoff, or, except to the extent expressly provided for under this Lease, abatement, of any kind. The term "Lease Year" as used in this Lease means the period of twelve (12) consecutive full calendar months beginning on the Rent Commencement Date if the Rent Commencement shall


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occur on the first day of a calendar month. If the Rent Commencement Date shall occur on other than the first day of the calendar month, the first Lease Year shall commence upon the first day of the calendar month following the Rent Commencement Date. Each succeeding Lease Year shall commence upon the anniversary date of the first Lease Year.

If the Rent Commencement Date or the date of termination of this Lease shall occur upon a day other than the first or last day of a calendar month, as the case may be, the applicable monthly rent (subject to adjustment as set forth in Section 4.C. hereof) for such calendar month shall be prorated on a daily basis and be paid by Tenant in advance on the Rent Commencement Date, or on the first day of the calendar month during which the termination of this Lease occurs, as the case may be.

C. ANNUAL RENT ADJUSTMENT. Upon the commencement of the second Lease Year, and upon the commencement of each Lease Year thereafter, the monthly Fixed Minimum Rent applicable to the new Lease Year as referenced in the Fundamental Lease Provisions shall be increased by \$.06 per rentable square foot of the Leased Premises.

D. LATE CHARGES. Tenant hereby acknowledges that late payments by Tenant of the monthly rent or any other sums due under this Lease will cause Landlord to incur costs not contemplated by this Lease. The exact amounts of such costs are impractical or extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by the terms of any mortgage or trust deed covering the Leased Premises. Accordingly, if any installment of monthly rent, Additional Rent, or any other sums due from Tenant under this Lease, shall not be paid on or before the fifth (5th) day after the time set forth in this Lease for payment thereof, Tenant shall thereupon pay to Landlord a late charge, as Additional Rent, which shall constitute liquidated damages, equal to ten percent (10%) of the overdue amount, which shall be paid to Landlord together with such Rent, Additional Rent, or other Lease costs then in arrears. The parties agree that such Late Charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of such late payment. Money paid by Tenant to Landlord shall be applied to Tenant's account in the following order: (i) to any unpaid Additional Rent, including without limitation, Late Charges, Returned Check Charges, legal fees and/or court costs; (ii) Operating Expenses/CAM Costs; and then (iii) to unpaid Base Rent. Landlord and Tenant agree that such late charge shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies available to Landlord at law, in equity, or under this Lease. Any such overdue amounts and/or late charges and returned check charges unpaid are deemed to be additional rent, nonpayment of which shall, in addition to any other rights and remedies available to Landlord, give rise to those rights and remedies of Landlord set forth at Section 22.A. of this lease. All late payments accepted by Landlord shall be applied to the earliest outstanding charges first, and shall be applied in the following order: legal fees, late fees, CAM charges, miscellaneous charges and finally rent.

For each Tenant payment check to Landlord that is returned by a bank for any reason, Tenant shall pay both a Late Charge (if applicable) and a Returned Check Charge of \$25 or the charge incurred by Landlord from its bank, if greater. In addition, Landlord may, at its sole option, require that all payments made by Tenant to Landlord over the next twelve (12) months be made by certified check, money order, cashier's check or wire transfer.

E. QUARTERLY PAYMENTS. If during any Lease Year Tenant fails on at least two (2) separate occasions to make timely payment of any amounts payable hereunder by Tenant, or if during any Lease Year Tenant fails on at least two (2) separate occasions to timely perform any non-monetary obligations of Tenant hereunder, then in addition to all other remedies available to Landlord at law, in equity, or under this Lease, Landlord may, by written notice to Tenant, elect to require that beginning with the first payment of Fixed Minimum Rent following the date of such election Fixed Minimum Rent shall no longer be due and payable in monthly installments, but shall be due and payable quarterly in advance.

SECTION 5. PROPERTY TAXES AND ASSESSMENTS:

A. PERSONAL PROPERTY. During the term hereof, Tenant shall cause all taxes, assessments and other charges levied upon or against any fixtures and personal property situated in, on or about the Leased Premises to be levied or assessed separately from the Leased Premises and to be paid before the same become a lien upon the Leased Premises; provided, however, if for any reason such taxes, assessments, or other charges shall not be separately assessed. Tenant shall nevertheless pay the same as set forth therein, or reimburse Landlord therefor, all within ten (10) days of receipt of billing thereof.

B. LEASED PREMISES. For purposes of this Lease, "taxes" includes every tax, assessment, excise, levy, or other charge by any public authority on the space, building, or land. In addition to the rent, Additional Rent and other sums due hereunder, Tenant shall pay and discharge, within ten (10) days before delinquency and before any penalties or interest shall accrue thereon, all taxes, assessments (general or special, ordinary or extraordinary, foreseen or unforeseen) and other impositions and charges which may be taxed, charged, levied, assessed or imposed upon all or any portion of, or in relation to, the Leased Premises, the land thereunder, the building and improvements within which the same are located, and the appurtenances or use thereof, or upon any leasehold estate in the Leased Premises, or measured by the rent from the Leased Premises; provided, however, that in the year in which the term hereof shall commence and in the year in which it shall expire such taxes, assessments, impositions and other charges shall be prorated between Landlord and Tenant as of the Rent Commencement Date and Lease Termination Date, respectively. If the Leased Premises, the land thereunder, and the building and improvements within which the Leased Premises are located are not separately assessed, then the portion of the taxes, assessments and other impositions and charges shown in a given assessment which are applicable thereto shall be determined by Landlord. In making such determination, amounts allocated by Landlord to the land, building and other improvements in the Shopping Center, other than the land, buildings and other improvements constituting the Common Facilities, shall be apportioned according to the leased area of the Leased Premises in relation to total floor area of all buildings, excluding mezzanines and buildings located within the Common Facilities, included in the assessment. Landlord shall have the right to collect an impound on such taxes, assessments, impositions and charges from Tenant on a monthly or quarterly basis, in advance, for Tenant's account based upon Landlord's reasonable estimate of the amount thereof next due, and Tenant shall pay to Landlord such tax impounds upon the basis and at the times hereinabove described. Landlord shall not be required to segregate amounts so impounded of Landlord's other tenants in the Shopping Center, nor shall Landlord be required to pay any interest on such impounds. If the amount of such estimated

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additional rent payments made by Tenant in any year pursuant to this Section 5.B. should be less than the amount due for such year, Tenant shall pay to Landlord, upon demand, as additional rent, the amount of such deficiency. If the amount of such additional rent payments made by Tenant in any year are greater than the additional rent payments due for such year, providing Tenant is not in default hereunder, such excess will be applied by Landlord to the installments thereafter becoming due pursuant to this Section 5.B. If there is any excess for the last year of the term of this Lease, the amount thereof will be refunded by Landlord to Tenant within sixty (60) days after the Lease Termination Date. Tenant hereby agrees to protect and hold harmless Landlord and the Leased Premises from all liability for Tenant's share of any and all such taxes, assessments, impositions and charges payable by Tenant pursuant to the provisions of this Section 5, whether with regard to the Leased Premises or the Common Facilities, together with all interest, penalties or other charges imposed in connection therewith, and from any sale or other proceedings to enforce payment thereof.

C. **COMMON FACILITIES.** Tenant shall pay, as additional rent, Tenant's share of all taxes, assessments (general and special) and other impositions and charges which may be taxed, charged, levied, assessed or imposed from and after the commencement of the term hereof on all or any portion of, or in relation to, the Common Facilities (as defined in Section 7 of this Lease), including any parking spaces, parking lot or other improvements of any kind located thereon; provided, however, that in the year that the term of this Lease shall commence and in the year in which the term of this Lease shall expire, Tenant's share of such taxes, assessments and other impositions and charges shall be prorated between Landlord and Tenant as of the Rent Commencement Date and the Lease Termination Date, respectively. As used in this Section 5.C., "Tenant's Share" shall mean the fraction in which the numerator is the number of square feet in the Leased Premises and the denominator is the total square feet in all buildings, excluding mezzanines and buildings within the Common Facilities, leased or leasable, in the Shopping Center. Tenant's share for the purposes of this Section 5.C. shall be determined on the Rent Commencement Date and at the beginning of each calendar year during the term of this Lease, such determination to be made by Landlord in Landlord's sole discretion. If the land and improvements constituting the Common Facilities are not separately assessed, then Landlord shall determine the portion of the taxes, assessments, impositions and charges shown in a given assessment that are applicable thereto. Tenant shall pay Tenant's share of such taxes, assessments, impositions and other charges as an Operating Cost in the manner and at the times provided by Section 7 of this Lease.

D. **ASSESSMENT ALLOCATIONS.** In making the determinations to be made by Landlord pursuant to Section 5 regarding the portion of taxes, assessments, impositions and charges applicable to the Leased Premises, the land thereunder, the building in which the Leased Premises are located, and the land and improvements constituting the Common Facilities, as the case may be, allocations shall be conclusively determined by Landlord based upon the assessor's worksheets or such other information as may be reasonably available to Landlord.

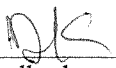

SECTION 6. COMMON FACILITIES AND MAINTENANCE EXPENSES:

During the term of this Lease Landlord grants to Tenant for the customers, patrons, suppliers, employees, invitees, subtenants and concessionaires of Tenant, a non-exclusive license to use parking areas in the Shopping Center for the use of parking motor vehicles during the term of this Lease, and to use the balance of the Common Facilities for the purposes intended (subject to all rights reserved to Landlord under this Lease). Landlord reserves the right at any time and from time to time to grant similar non-exclusive use to other tenants to promulgate rules and regulations relating to the use of the Common Facilities or any part thereof, including reasonable rules and restrictions as set forth in Section 13.F. of this Lease on parking by Tenant and Tenant's employees; to designate specific parking spaces for the use of any tenant; to make changes in ingress, egress and parking layout from time to time; to add additional property to the Common Facilities; to withdraw property from parking use, provided adequate customer parking is nonetheless maintained; to withdraw property from any other portion of the Common Facilities; to establish reasonable time limits upon customer parking; to close all or any portion of the parking areas or of any other portion of the Common Facilities to such extent as may, in the sole opinion of Landlord or Landlord's counsel, be legally sufficient to prevent a dedication thereof or accrual of any right therein to any person or to the public; to close temporarily all or any portion of the parking areas or the balance of the Common Facilities; and to do and perform any other acts in and to said areas and improvements as Landlord determines to be advisable. Notwithstanding the above and in consideration that Landlord's affiliate company(s) is also a tenant(s) of the Shopping Center, Landlord shall not implement or reserve any rights that are deemed preferential to its affiliate companies which would be to the detriment of other tenants of the Shopping Center.

SECTION 7. UTILITIES:

A. Tenant shall pay or cause to be paid, prior to delinquency, all separately metered charges for gas, water, sewer, electricity, telephone or other service used, rendered or supplied in connection with the Leased Premises, together with any assessments or surcharges with respect thereto, and shall contract for the same in Tenant's own name, and shall protect, indemnify and hold Landlord and the Leased Premises harmless from any such charges. Tenant shall pay Landlord for any utilities or services furnished by Landlord, but Landlord shall not be obligated to furnish any utilities or services, nor does Landlord make and warranty or representation as to the quantity, quality, availability, amount or duration of any such utilities or services. Landlord shall not be liable for any failure or interruption of any utility service, and no such interruption or failure shall entitle Tenant to terminate this Lease, to abate Tenant's obligations hereunder in any manner, or to otherwise pursue any remedies against Landlord.

B. If permitted by law, Landlord shall have the right at any time and from time to time during the term of this Lease to either contract for service from a different company or companies providing utility service or continue to contract for service from the present Provider. Tenant shall cooperate with Landlord and utility Provider and any alternate service Provider at all and, as reasonably necessary, shall allow Landlord, utility Provider, and any alternate Provider reasonable access to the unit's electric lines, feeders, risers, wiring, and any other machinery within the Premises. Landlord shall in no way be liable or responsible for any loss, damage, or expense that Tenant may sustain or incur by reason of any change, failure, interference, disruption, or defect in the supply or character of any utility supplied to the Premises.


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C. No damages, compensation, or claim shall be payable by Landlord, and this Lease and the obligations of Tenant to perform all of its covenants and agreements hereunder shall in no way be affected, impaired, reduced or excused, in the event that there shall be an interruption, curtailment, or suspension of the Shopping Center's HVAC, utility, sanitary, elevator, water, telecommunications, security (including equipment, devices, and personnel), or other Shopping Center systems servicing the Premises or any other services required of Landlord under this Lease (an "Interruption of Service"), by reason of: (i) any casualty; (ii) an accident; (iii) an emergency; (iv) shortages of labor or materials; or (v) any other causes of any kind whatsoever that are beyond the control of Landlord, including, but not limited to: (A) Lack of access to the Shopping Center or the Premises (which shall include, but not be limited to, the lack of access to the Shopping Center or the Premises when it or they are structurally sound but inaccessible due to evacuation of the surrounding area or damage to nearby structures or public areas); (B) Any cause outside the Shopping Center; (C) Reduced air quality or other contaminants within the Shopping Center that would adversely affect the Shopping Center or its occupants (including, but not limited to, the presence of biological or other airborne agents within the Shopping Center or the Premises); (D) Disruption of mail and deliveries to the Shopping Center or the Premises resulting from a Casualty; (E) Disruption of telephone and telecommunications services to the Shopping Center or the Premises resulting from a casualty; or (F) Blockages of any windows, doors, or walkways to the Shopping Center or the Premises resulting from a casualty.

D. Landlord reserves the right, without any liability to Tenant, except as otherwise expressly provided in this Lease, and without being in breach of any covenant of this Lease, to effect an Interruption of Service, as required by this Lease or by law, or as Landlord in good faith deems advisable, whenever and for so long as may be necessary, to make repairs, alterations, upgrades, changes, or for any other reason, to the Shopping Center's HVAC, utility, sanitary, elevator, water, telecommunications, security, or other Shopping Center systems serving the Premises, or any other services required of Landlord under this Lease.

In each instance, Landlord shall exercise reasonable diligence to eliminate the cause of the Interruption of Service, if resulting from conditions within the Shopping Center, and to conclude the Interruption of Service. Landlord shall give Tenant notice, when practicable, of the commencement and anticipated duration of such Interruption of Service.

E. The occurrence of an Interruption of Service pursuant to Subsections C and D hereof shall not: (i) Constitute an actual or construction eviction of Tenant, in whole or in part; (ii) Entitle Tenant to any abatement or diminution of Rent, Additional Rent, or any other costs due from Tenant pursuant to this Lease; (iii) Relieve or release Tenant from any of its obligations under this Lease; or (iv) Entitle Tenant to terminate this Lease.

SECTION 8. SIGNS AND FIXTURES:

A. ALTERATIONS AND FIXTURES. All fixtures installed by Tenant shall be new or completely reconditioned. Tenant shall not make or cause to be made any alterations, additions or improvements to the building within which the Leased Premises are located, or install or cause to be installed any exterior signs, floor coverings, exterior lighting, plumbing fixtures, shades or awnings, radio or television antenna, loudspeakers, sound amplifiers and similar devices, or make any changes to the storefront or exterior of the building in which the Leased Premises are located, without first obtaining Landlord's written approval, which approval may be given or withheld in Landlord's sole discretion. Tenant shall present to the Landlord plans and specifications for such work at the time approval is sought. Landlord may condition any approval in any manner including, but not limited to, requiring the posting of performance and completion bonds in such form and amount as Landlord shall require.

B. SIGNS. Tenant will not place or suffer to be placed or maintained on any exterior door, monument, pylon, roof, wall or window of the building within which the Leased Premises are located any sign, awning or canopy, or advertising matter or other thing of any kind and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the building within which the Leased Premises are located, without first obtaining Landlord's written approval, which approval may be given or withheld in Landlord's sole discretion. Tenant agrees to install legal permanent signage for its business within thirty (30) days of Date of Possession. Tenant further agrees to maintain at its sole cost any such sign, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at all times. Tenant shall not place or suffer to be placed any merchandise, equipment or other items outside the building within which the Leased Premises are located, or on the roof thereof. Landlord, without liability therefor, at Tenant's cost, may remove, without notice, any item placed, constructed, or maintained, upon or outside of any roof, monument, pylon, wall or window of the building within which the Leased Premises are located that does not comply with the provisions of this Lease. Within 10 days after the expiration or sooner termination of the term of this Lease, Tenant shall remove all of its interior and exterior signage existing at the Premises and install a blank panel where needed. Interior and exterior signage and all installations appurtenant thereto, including panels and electrical hook-ups, shall be removed and the Premises restored to its condition before the installation of such signage. In the event Tenant shall have failed or refused to remove any such signage, and to restore the Premises as required by this paragraph, Landlord, without any further notice to Tenant, may remove and restore at Tenant's sole cost and expense. Tenant shall pay such removal and restoration costs within 10 days after receipt of Landlord's invoice therefore. Subject to Landlord's prior approval and subject to any city code requirements, Tenant, at Tenant's sole cost and expense, shall be permitted to install an "eyebrow" exterior sign.

Notwithstanding Paragraph 8B, if Landlord makes any alterations, additions, or changes to the Shopping Center, Landlord shall, at its sole cost and expense: (a) Temporarily relocate or remove Tenant's signage; and/or (b) Change Tenant's signage to conform to (i) Landlord's signage requirements, then in effect, that apply to the Shopping Center, or (ii) Any signage requirements, then in effect, that are issued by the local government.

SECTION 9. USE OF LEASED PREMISES--ASSIGNMENTS AND SUBLETTING:

A. Tenant shall have the right to use the Leased Premises only for the purpose or purposes expressly set forth in the Fundamental Lease Provisions and for no other purpose unless as requested in writing by Tenant and approved in writing by


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Landlord. If Tenant has any special requirements with respect to the leased premises, Tenant is responsible for notifying Landlord, in writing, of such requirements prior to the commencement of the Lease.

B. Landlord's consent to any assignment, subletting, or use shall not be construed as a consent to any subsequent assignment, subletting, or use. However, as long as Landlord desires Tenant to remain bound by this Lease, Landlord's consent to a requested assignment or subletting shall not be unreasonably withheld. As a condition to its consent as required by this clause and if triggered by such assignment or subletting of the Leased Premises, Landlord may require, at its sole option, Tenant (or its assignee or subtenant) to agree to reimburse Landlord on demand for the costs incurred by Landlord to comply with the Americans with Disabilities Act of 1990 and all regulations issued there under as they apply to the use, occupancy, or alteration of the Premises. No assignment or subletting shall relieve Tenant of any obligations set forth in this Lease. ANY ASSIGNMENT, SUBLETTING, OCCUPANCY OR USE WITHOUT THE PRIOR WRITTEN CONSENT OF LANDLORD SHALL BE VOID AND SHALL CONSTITUTE A DEFAULT UNDER THIS LEASE. TENANT SPECIFICALLY UNDERSTANDS AND AGREES THAT AT ANY TIME TENANT IS IN DEFAULT UNDER THE PROVISIONS OF SECTION 22, TENANT SHALL HAVE NO RIGHT TO ASSIGN OR SUBLET TENANT'S INTEREST IN THIS LEASE AND LANDLORD SHALL HAVE NO OBLIGATION TO GIVE APPROVAL OR DISAPPROVAL UNDER THIS SECTION SHOULD TENANT ATTEMPT AN ASSIGNMENT OR SUBLETTING WHILE IN DEFAULT.

C. The acceptance of rent, additional rent, or any other sum due hereunder, or the acceptance of performance of any other term, covenant, or condition hereof, from any other person or entity shall not be deemed to be a waiver of any of the provisions of this Lease or a consent to any subletting or assignment or other transfer. Landlord may consent to subsequent subleases, assignments or modifications of this Lease by Tenant's assignee, sublessee or other transferee, without notifying tenant or obtaining Tenant's consent. Each subtenant, assignee or transferee acquiring any portion of the Leased Premises or of Tenant's interest in this Lease by sublease, assignment, transfer, operation of law, or otherwise, shall be conclusively deemed, without the necessity of any further agreement, and for the express benefit of Landlord, to have assumed all of the obligations of Tenant under this Lease, and to have agreed to be bound by, and obligated to perform, each and all of the covenants, agreements and obligations of Tenant under this Lease. Each such assignee, sublessee and transferee shall, upon the request of Landlord and as a condition to the effectiveness of such acquisition, execute and deliver to Landlord such documents as may be required by Landlord to further evidence the foregoing assumption and agreement.

D. Tenant's request for consent to any transfer described in Section 9.B. hereof shall be accompanied by a written statement setting forth the details of the proposed transfer, including the name, business and financial condition of the prospective assignee, sublessee or transferee, financial details of the proposed transfer (e.g., the term of, and rent and security deposit payable under, any assignment or sublease), a copy of the proposed documents to be used in effectuating the proposed assignment, subletting or transfer, and any other information Landlord deems relevant. Landlord shall not unreasonably withhold said consent; however, this Lease shall not be assigned more than one time.

E. Landlord's consent to any proposed assignment or subletting shall be based upon, but not limited to, factors pertaining to: (a) the acceptability of any proposed subtenant or assignee to the Leased Premises and the Shopping Center; (b) the similarity of the proposed use to the previous use; (c) the nature and character of the proposed assignee or subtenant; and (d) the financial statement, credit and ability of any proposed subtenant or assignee to meet the obligations, terms and conditions of this Lease as they become due. Tenant hereby acknowledges that the tenant mix of the Shopping Center is important to Landlord and to the operation of the Shopping Center. Accordingly, Tenant agrees that is shall not assign the Lease to any party that would have an adverse impact on the tenant mix in the Shopping Center.

F. Any profit from an assignment or subletting shall be split equally between Landlord and Tenant after deducting any of Tenant's transaction costs.

SECTION 10. SECURITY DEPOSIT:

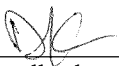
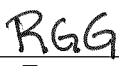
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SECTION 11. FINANCING:

It is mutually understood and acknowledged that Landlord may, from time to time, finance the construction of, and/or improvements within, the Shopping Center, and that a bank, savings and loan, or other lender, or lenders, must approve this Lease, and that in order to receive such approval this Lease may have to be amended or modified. Provided that neither the term hereof nor the size or location of the Leased Premises shall be altered, and provided that Tenant's obligation to pay rent or additional rent shall not be increased, Tenant agrees that Tenant shall consent to and timely and reasonably execute any such amendment or modification of this Lease as may be requested at any time and from time to time by any lender or lenders.

SECTION 12. SUBORDINATION, ATTORNMENT AND NONDISTURBANCE:

This Lease and all of the rights of Tenant hereunder are and shall be subject and subordinate to the lien of any ground lease, mortgage or deed of trust now existing, or which hereinafter may be placed, on the Leased Premises, or any part thereof, on the building in which the Leased Premises is located, or on any other portion of the Shopping Center, and to any and all renewals, modifications, consolidations, replacements, extensions, or substitutions of any such ground lease, mortgage or deed of trust (all of which are hereinafter termed the "ground lease" or "mortgage" or "deed of trust") provided, nevertheless, each or all of such ground leases, mortgages or deeds of trust shall contain provisions to the effect that so long as Tenant is not in default under this Lease, no termination of any such ground lease, and no foreclosure of the lien of any such mortgage or deed of trust, shall impair Tenant's right to quiet possession of the Leased Premises pursuant to the provisions of this Lease.


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Such subordination shall be automatic, without the execution of any further subordination agreement by Tenant. If, however, a written subordination agreement consistent with this Section 12 is required, Tenant agrees to execute, acknowledge, and deliver such agreement. With respect to any mortgages, deeds of trust or other liens entered into by and between Landlord and any such mortgagee or any and all future mortgagee(s) (collectively referred to as "Landlord's Mortgagee"), Landlord shall secure and deliver to Tenant a Non-Disturbance, Subordination and Attornment Agreement from and executed by Landlord's Mortgagee for the benefit of Tenant.

Tenant shall, in the event of a sale or assignment of Landlord's interest in the Leased Premises, or in the event of any proceedings brought for the foreclosure of any mortgage or deed of trust pursuant to judicial foreclosure, power of sale, or otherwise, or in the event of termination of any ground lease, attorn to the purchaser or ground lessor, as the case may be, and recognize such purchaser or ground lessor as Landlord under this Lease. The foregoing provisions shall inure to the benefit of any such purchaser or ground lessor and shall be self-operative upon any such sale, ground lease, termination, assignment or foreclosure, without requiring any further instrument to give effect to such provisions. Tenant, however, upon demand of any purchaser, ground lessor, mortgagee under any mortgage, or beneficiary under any deed of trust, agrees to execute, from time to time, an instrument in confirmation of the foregoing provisions, satisfactory to any such purchaser, ground lessor, beneficiary, or mortgagee, as the case may be, in which Tenant shall acknowledge such attornment and shall set forth the terms and conditions of its tenancy, which shall be the same as those set forth herein, and which terms and conditions shall apply for the remainder of the term of this Lease. Nothing contained in this Section 12 shall be construed to impair any right otherwise exercisable by any such ground lessor, purchaser, beneficiary or mortgagee.

SECTION 13. CONDUCT OF BUSINESS:

A. Tenant shall occupy, use, and operate the entire Leased Premises for the purposes specified in the Fundamental Lease Provisions. This requirement shall not apply during times when the Leased Premises are untenable by reason of fire, remodeling or other casualty; Tenant shall, however, continue operation of its business to the extent reasonably practicable from the standpoint of good business during any period of reconstruction or repair.

B. Tenant shall promptly comply with all laws, ordinances, orders and regulations affecting the Leased Premises, and the building in which the same are situated, and the cleanliness, safety, occupation and use thereof. Tenant represents that it is, and will at all time during the Term be licensed, certified, or registered by the appropriate governmental agency to conduct its activities in the Premises. If Landlord, in its sole discretion, determines that Tenant is creating a noise disturbance that violates the provisions of this Lease, or if Landlord receives a complaint(s) from another tenant(s) regarding Tenant's noise level, Landlord will send notice of the violation to Tenant, and Tenant will have 3 days to cure the violation without having to provide further notice and cure rights to Tenant. If Tenant continues to violate the provisions herein after receiving two such notices for the same noise disturbance from Landlord, Tenant will be in breach of the Lease and Landlord may seek appropriate remedies for such breach, as outlined herein. Tenant shall not do or permit anything to be done in or about the Leased Premises, or bring or keep anything in the Leased Premises that will in any way increase the rate of fire insurance upon the Leased Premises or the building in which the Leased Premises are situated, or on any other building in the Shopping Center. Tenant shall not perform any acts or carry on any practices that may injure adjoining buildings or be a nuisance or menace to other persons or businesses or disturb the quiet enjoyment of any person. Tenant shall indemnify and hold Landlord harmless from all claims, demands, causes of action, losses, liabilities, judgments, expenses, and damages to the extent same arise from any incident, accident, injury, damage, howsoever and by whomsoever caused, to any person or property occurring in or about the Leased Premises and common areas, except to the extent such incident or accident is caused by the willful or negligent acts of Landlord. It is further agreed between Landlord and Tenant that Tenant will protect, indemnify, defend and save and keep Landlord, and Landlord's agents, servants, employees, successors and assigns, forever harmless and indemnified from and against any and all liability, penalties, claims, damages, costs, expenses and attorney's fees arising out of or by reason of Tenant's failure (i) to comply with any of the provisions of this Lease including, but not limited to, the foregoing provisions of this Section 13.B., or (ii) to prevent any other person from entering upon, or remaining in, any employment or place of employment upon the Leased Premises which is not safe, or which does not comply with the terms of the Occupational Safety and Health Act of 1970 (29 U.S.C. Section 651 et seq.) and all other applicable laws pertaining thereto as they may now or hereafter exist and apply to the Leased Premises. Tenant is responsible for the behavior and actions of its customers. In the event that the presence of Tenant's business causes the Center to incur additional costs for cleaning, security, and like services, Tenant shall be responsible for these increased expenses and shall promptly reimburse Landlord for these expenses.

C. At all times Tenant shall keep the Leased Premises, the building and improvements within which the same are located, the walkways adjacent to the Leased Premises, trash enclosures, and any loading platforms and service areas allocated for the use of Tenant, clean and free from rubbish, dirt, snow and ice. When present at the Shopping Center, Tenant shall deposit all trash into the trash receptacles provided by Landlord.

D. Neither Tenant nor any employee, agent or representative of Tenant shall solicit business in any Common Facility, or in any parking or other area which is or may become a common area by the leasing or licensing to others by Landlord of any property adjoining or near the Leased Premises. Such solicitation shall include, but not be limited to, the distribution of handbills or other advertising media to or in automobiles in the Common Facilities, or parking areas or other common areas, the use of pickets in such areas, the use of loudspeaker systems which are audible in such areas, and the displaying of any of Tenant's merchandise or the posting of any signs not expressly authorized hereunder in such areas.

E. Tenant agrees that it shall neither conduct nor permit to be conducted on the Leased Premises a sale by auction, a fire sale, a rummage sale, a bankruptcy sale, a going-out-of-business sale, a lost-lease sale, or a liquidation sale.

F. At Landlord's option, automobiles and other motor vehicle devices of the Tenant, Tenant's employees, and Tenant's agents, shall be parked only in areas within the Shopping Center designated by Landlord for "employee parking." Landlord, or its agents, shall have the right to remove, or cause to be removed, any car of Tenant, or of Tenant's employees or agents, which

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may be parked in any area other than a designated employee parking area. Any such removal shall be without liability of any kind to Landlord, Landlord's agents or employees, and Tenant agrees to indemnify and hold harmless Landlord, and Landlord's agents and employees, from any and all claims, costs, damages, liabilities (including reasonable attorneys' fees), losses and expenses of any kind arising from or in connection with any such removal. Tenant will from time to time, upon request by Landlord, supply Landlord with a list of license plate numbers of all automobiles owned or used by Tenant's employees and agents. Additionally, Tenant agrees to faithfully notify each of Tenant's employees and agents of any parking requirements imposed by Landlord pursuant to this Lease.

G. Notwithstanding anything herein to the contrary, throughout the terms of the Lease, Tenant shall at all times comply with all applicable Environmental Laws and shall permit no use, take any action and perform act which will give rise to any liability arising out of the Environmental Laws or which will result in "Adverse Consequences with regard to the Environmental Condition of the Property. "Environmental Condition" means any environmental condition with respect to the natural environment on or about the Leased Premises, which could result in any Adverse Consequences to or against the Landlord by any third party (including without limitation any governmental entity). "Adverse Consequences" means all actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, orders, decrees, rulings, notices, compliance orders, administrative orders, damages, dues, penalties, fines, costs, amounts paid in settlement, liabilities, obligations, taxes, liens, losses, expenses, and fees, including court costs and reasonable attorneys' fees and expenses. "Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and the Resource Conservation and Recovery Act of 1976, each as amended, together with all other federal, state and local laws (including rules, regulations, codes, ordinances, plans, injunctions, judgments, orders, decrees, rulings, and charges thereunder) concerning pollution or protection of the environment, public health and safety, including laws relating to emissions, discharges, releases, or threatened releases of pollutants, contaminants, or chemical, industrial, hazardous, or toxic materials or wastes into ambient air, surface, water, ground water, or lands or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of "Hazardous Substances". Hazardous Substances" means (i) any "hazardous material", "pollutant", "chemical", "toxic substance", "waste" or "contaminant" as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act as amended, 42 U.S.C.A. 9601 (14) or any other Environmental Law; (ii) any substance containing "petroleum", as that term is defined in the Resource Conservation and Recovery Act, as amended, 42 U.S.C.A. 6991(8); or (iii) any form of asbestos or asbestos containing material. Landlord, at Landlord's sole cost and expense, shall remove all asbestos and all other known hazardous materials, if any, from the Leased Premises prior to occupancy by Tenant. In the event any such materials are detected following the Term Commencement Date and not caused by Tenant, such materials shall be removed promptly, effectively, and safely at the sole cost of Landlord. In the event Landlord determines it is cost prohibitive to remove such materials, Landlord shall have the option of not completing such work and Tenant shall have the option of terminating the Lease without any further obligation to Landlord.

H. Tenant, at its sole cost and expense, shall: (i) regularly monitor the Premises for the presence of mold or for any condition that reasonably can be expected to give rise to mold (the "Mold Conditions"), including, but not limited to, observed or suspected instances of water damage, mold growth, repeated complaints of respiratory ailment or eye irritation by Tenant's employees or any other occupants in the Premises, or any notice from a governmental agency of complaints regarding the indoor air quality at the Premises; and (ii) promptly notify Landlord in writing if it suspects mold or Mold Conditions at the Premises. If a Mold Conditions was caused by Landlord or another tenant of the Shopping Center, Landlord, at Landlord's sole cost and expense, shall be responsible for initiating the responsibilities of Section 13 (I) and (J) below.

I. In the event of suspected mold or Mold Conditions at the Premises which is caused by Tenant, Tenant at its sole cost and expense, shall promptly cause an inspection of the Premises to be conducted, during such time as Landlord may designate, to determine if mold or mold Conditions are present at the Premises, and shall: (i) notify Landlord in writing, at least 10 days prior to the inspection, of the date on which the inspection shall occur, and which portion of the Premises shall be subject to the inspection; (ii) retain a licensed and insured industrial hygienist certified by the American Board of Industrial Hygienists ("CIH") or an otherwise qualified mold consultant ("Mold Inspector") to conduct the inspection; and (iii) cause such Mold Inspector to (a) perform the inspection in a manner that is strictly confidential and consistent with the duty of care exercised by a Mold Inspector; and (b) prepare an inspection report, keep the results of the inspection report confidential, and promptly provide a copy to Landlord.

J. In the event the inspection required determines that mold or Mold Conditions are present at the Premises which is caused by Tenant, then (i) Tenant, at its sole cost and expense, shall promptly (a) hire trained and experienced mold remediation contractors to prepare a remediation plan and to remediate the mold or Mold Conditions at the Premises; (b) send Landlord notice, in writing, with a copy of the remediation plan, at least 5 days prior to the mold remediation starting, stating the date on which the remediation will start; which portion of the Premises shall be subject to the remediation; the name, address, and telephone number of the certified mold remediation contractor performing the remediation; the remediation procedures and standards to be used at the Premises; the clearance criteria to be employed at the conclusion of the remediation; and the date the remediation will conclude; (c) notify, in accordance with any applicable state or local health or safety requirements, its employees as well as occupants and visitors of the Premises of the nature, location, and schedule for the planned mold remediation; (d) ensure that the mold remediation is conducted in accordance with the relevant provisions of the document "Mold Remediation in Schools & Commercial Buildings" published by the US Environmental Protection Agency, as it may be amended or revised from time to time, or any other applicable, legally binding federal, state, or local laws, regulatory standards or guidelines; and (e) provide Landlord with a draft of the mold remediation report and give Landlord a reasonable opportunity to review and comment thereon, and when such report is finalized, promptly provide Landlord with a copy of the final remediation report.

K. Tenant acknowledges and agrees that Landlord shall have a reasonable opportunity to inspect the remediated portion of the Premises after the conclusion of the mold remediation. If the results of the Landlord's inspection indicate that the remediation does not comply with the final remediation report or any other applicable federal, state, or local laws, regulatory standards or

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guidelines, including, without limitation, the EPA Guidelines, then Tenant, at its sole cost and expense, shall immediately take all further actions necessary to ensure such compliance.

L. Anything to the contrary notwithstanding, on the second occurrence of Tenant's violation of any Lease provision, Landlord, at its sole option and in addition to all other rights and remedies available under this Lease or at law or equity, may charge a fee, as Additional Rent, of \$250, which fee shall increase by 100% with each further occurrence of Tenant's violation of Section 13.

SECTION 14. LANDLORD'S LIEN AND SUBORDINATION OF LANDLORD'S LIENS:

Intentionally omitted.

SECTION 15. NO PARTNERSHIP:

Notwithstanding any other express or implied provision of this Lease, neither party hereto shall, in any way or for any purpose, become or be deemed to be a partner of the other party hereto, whether in the business of such, other party, or otherwise, or a joint venturer, or a member of any joint enterprise with such other party, it being agreed and understood that the relationship between the parties hereto is a Landlord-Tenant relationship only.

SECTION 16. INSURANCE AND HOLD HARMLESS

A. PROPERTY INSURANCE. During the term hereof Landlord shall keep the buildings and improvements within which the Leased Premises are contained insured against loss or damage by fire, with extended coverage, sprinkler leakage, special extended perils (all risk), Inflation Guard Endorsement, vandalism and malicious mischief endorsements and covering such additional perils excluding earthquake and flood insurance, as Landlord elects to maintain from time to time as mutually agreed. Such insurance shall be obtained from such insurance companies as Landlord shall select, and in amounts determined from time to time by Landlord in Landlord's sole discretion, but in no event less than ninety percent (90%) of the replacement cost of the building and structures insured, with loss payable to Landlord and to any authorized encumbrancer of Landlord (with standard mortgage loss payable clause), in accordance with their respective interests. Tenant shall pay Tenant's share of the premium for said insurance. Tenant's share shall mean the total amount of fire insurance premiums paid by Landlord hereunder multiplied by a fraction in which the numerator is the number of square feet of floor area in the Leased Premises and the denominator is the total square feet of floor area, excluding mezzanines, in all buildings, whether leased or leasable, which are included within the policy or policies of insurance referenced herein, which include the Leased Premises.

Tenant shall maintain personal property insurance, for the benefit of Tenant and rental interruption insurance, for the benefit of Landlord, equal to at least one (1) year's Fixed Minimum Rent, including real estate taxes and assessments, insurance costs, Percentage Rent and Tenant's share of Operating Costs in an amount not to exceed \$245,000. If the Lease is terminated as a result of damage by fire or casualty as set forth in Section 21 hereof, all rental interruption insurance proceeds shall be paid to and retained by Landlord, subject to the rights of any authorized encumbrancer of Landlord. Tenant shall reimburse Landlord upon demand by Landlord, as additional rent, for Tenant's share of the insurance carried hereunder. Landlord shall have the right to collect and impound Tenant's share of the insurance premiums from Tenant on a monthly or quarterly basis, in advance, for Tenant's account based upon Landlord's reasonable estimate of the amount thereof next due as used in this Section 16.A.

Furthermore, if Tenant's reasonable failure to comply with Landlord's insurance provider's reasonable recommendations for the reduction of risk at the Leased Premises, Landlord may, at his sole option, terminate this Lease upon 30 day written notice to Tenant.

B. Intentionally omitted.

C. LIABILITY INSURANCE. Tenant shall, at Tenant's cost and expense, at all times during the term of this Lease, maintain commercial general liability self-insurance equivalent in coverage scope to an ISO CG 00 01 10 93 form and which names Landlord an additional insured equivalent in coverage scope to an ISO CG 20 26 11 85 form. Such self-insurance shall be carried and maintained on the minimum basis of Two Hundred Fifty Thousand Dollars (\$250,000.) for damage to property, One Million Dollars (\$1,000,000.) for personal injury to one person and One Million Dollars (\$1,000,000.) for personal injury in any one accident, and Tenant shall deliver to Landlord the certificate of self-insurance prior to the Term Commencement Date. In the event this Lease shall permit the sale of alcoholic beverages from or on the Leased Premises, such insurance as carried by Tenant hereunder shall include liquor liability insurance. To the extent applicable such insurance shall also contain whatever endorsements are required for food handlers and preparers; such endorsements to be in a form acceptable to Landlord, and to be broad enough to protect Landlord. The limits of all insurance required to be carried by Tenant pursuant to this Lease may be subject to periodic increases based upon inflation, increased liability awards, recommendation of professional insurance advisers, and other relevant factors. However, in no event shall the limits of any insurance to be obtained by Tenant limit the liability of Tenant under this Lease. All Tenant's coverage provided shall be endorsed to be primary to all insurance available to Landlord, with Landlord's insurance being excess, secondary and non-contributing.

Tenant's failure to obtain and maintain the required insurance may be deemed by Landlord, in its sole discretion, to constitute a breach of, and material default under, this Lease.

D. NOTICE. All Tenant's insurance policies shall endeavor to provide that such policy cannot be canceled, refused for renewal, modified, or reduced in scope without thirty (30) days' prior written notice to Landlord and to any superior lessor, mortgage or trust deed holder of whom the insurer has been notified in writing.

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E. HOLD HARMLESS AND WAIVER OF CLAIMS. Except for the Landlord's gross negligence or intentional acts, Tenant covenants and agrees that Landlord shall not at any time or to any extent whatsoever be liable, responsible, or in any way accountable, for any loss, injury, death or damage to persons or property, which at any time may be suffered or sustained by Tenant or by any persons or property, who or which may at any time be using, occupying or visiting the Leased Premises, or be in, or about the Leased Premises, or may be injured as a result of any act, omission or negligence of Tenant, Tenant's agents or employees, whether arising from the sale of alcoholic beverages, or otherwise, whether or not such loss, injury, death or damage shall be caused by, or in any manner result from, or arise out of, any act, omission or negligence of Tenant or of any occupant, subtenant, customer or invitee of Tenant. Landlord in no way warrants, represents, nor implies that the leased unit is secure from unlawful entry. Tenant is solely responsible for the installation and maintenance of his own burglary prevention devices. Tenant shall forever indemnify, defend, and hold Landlord free and harmless of, from, and against, any and all claims, liability, loss or damage whatsoever including, but not limited to, attorneys' fees, on account of any loss, injury, death or damage occurring in, on or about the Leased Premises or common areas, or arising from the use of the Leased Premises by any person.

F. WAIVER OF SUBROGATION. All insurance coverage shall provide a waiver of subrogation in favor of Landlord. Tenant agrees that in the event of a sale or other transfer of the Leased Premises by Landlord, this waiver of subrogation shall continue in favor of the original Landlord hereunder, and any subsequent landlord, as well as in favor of any such purchaser, or other transferee, and their respective successors and assigns.

G. SELF INSURANCE. Tenant shall be obligated to maintain commercial general liability insurance or formal self-insurance equivalent in coverage scope to ISO CGL CG 00 01 from and against claims, demands, causes of action, expenses, costs or liability for injury to or death of persons, or damage to or loss of property arising out of the use of the Leased Premises and all activities performed at this Leased Premises by or on behalf of Tenant in an amount not less than One Million Dollars (\$1,000,000) per occurrence and in aggregate. The above insurance requirements are subject to the Tenant entity being the City of Long Beach.

Landlord shall be solely responsible for any and all other costs for insurance coverage required in the Lease including but not limited to earthquake and flood insurance, if required unless the "flood map" is revised and the property requires flood insurance. If the property requires flood insurance and such insurance was not carried in the Base Year operating expenses, Landlord shall make an appropriate adjustment to the Base Year expenses as if such insurance was carried in the Base Year.

SECTION 17. REPAIRS, MAINTENANCE AND ALTERATIONS:

A. Tenant shall maintain the building service equipment, plate glass, show windows, showcases and all other improvements comprising a part of the Leased Premises, or within which the Leased Premises are contained, in good and clean condition and repair at all times, except as may be expressly provided herein to the contrary, and Tenant shall, at Tenant's sole cost and expense, and subject to compliance with all other provisions of this Lease, promptly make all required replacements and repairs thereto, interior or non-structural, and ordinary, except such as may be by reason of condemnation or damage by fire or casualty. Except as specifically provided in Section 21 (Condemnation) and Section 20 (Fire and Casualty Damage), Landlord shall not be obligated to repair, replace, maintain or alter the Leased Premises, or the building or improvements within which the Leased Premises are located, and Tenant waives all laws, statutes and ordinances to the contrary. With regard to repairs, Tenant expressly waives any right pursuant to any law now existing, or which may be effective at any time during the term hereof, to make repairs at Landlord's expense including, without limitation, should the Shopping Center be located in the State of California, the provisions of Sections 1932(2), 1933(4), 1941 and 1942 of the California Civil Code, and any provisions amendatory thereof or supplemental thereto. At Landlord's sole option and discretion, Landlord reserves the right, at any time and from time to time throughout the term of this Lease, to let or make agreements or contracts and/or to otherwise arrange for, or perform, the maintenance, repair and operation (or any combination thereof) of: (a) the heating and ventilating system, electrical, plumbing, pipes, wiring, conduit and sprinkler system (if any) of the building in which the Leased Premises are located (b) the roof of the building in which the Leased Premises are located, (c) the exterior of the building within which the Leased Premises are located including, but not limited to, the painting thereof, and (d) the structural portions of the building within which the Leased Premises are located, or any of the foregoing or any combination thereof, in which such event Tenant shall promptly pay to Landlord, within fifteen (15) days of billing thereof, Tenant's share of the cost of any such maintenance, repair or operation, as aforesaid. Tenant's share of maintenance, repair and operation shall be apportioned according to the floor area of the Leased Premises as it relates to the total floor area of the building or buildings which are so maintained, repaired or operated, as aforesaid; provided, however, in the case of a maintenance contract for any of the foregoing, payment of Tenant's share shall be made in advance in the amount designated by Landlord, from time to time, on the first day of every month during the term hereof. Any portion of the foregoing to the contrary notwithstanding, in the event any such maintenance, repair or operation, as aforesaid, is attributable to the act or omission of Tenant or Tenant's customers, patrons, invitees and/or guests, or to any violation by Tenant or Tenant's customers, patrons, invitees and/or guests of any provision of this Lease, Tenant shall pay to Landlord, as aforesaid, an amount equal to the cost of any such maintenance, repair or operation so attributable to the act or omission of Tenant or Tenant's customers, patrons, invitees, and/or guests. Landlord may make such repairs and perform such maintenance and operation without any abatement of rent, additional rent, or any other obligations of Tenant, regardless of the extent to which such repairs, maintenance and operation interferes with the conduct of Tenant's business, and without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures, or other property, or to Tenant's business, by reason thereof, unless due to the willful misconduct of Landlord. Notwithstanding Landlord's right to make any such repairs, or to perform any such maintenance and operation, Tenant shall indemnify and hold Landlord harmless from all claims, demands, losses, costs, expenses and liabilities (including reasonable attorneys' fees) arising from the failure to repair, maintain or operate the Leased Premises and common areas, or the building within which the Leased Premises are located.

B. Landlord shall provide the HVAC system in good working order. Landlord shall maintain said HVAC unit(s) as part of the initial Base Year operating expenses. After the initial Lease Year, Landlord shall only be responsible for HVAC repair costs in excess of \$500 and replacement to a new unit(s).

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C. Tenant shall have the right to make such additions, alterations, changes and improvements to the Leased Premises or to the building in which the Leased Premises are located, as Tenant shall deem necessary or desirable only as approved by Landlord in advance and in writing, which approval may be given or withheld in Landlord's absolute discretion. In no event shall any addition, alteration, change or improvement be made which will weaken the structural strength, lessen the value or change the appearance, of any building or other construction. Consent under this Section 18.C. shall not be construed as a waiver of any of Landlord's rights under Section 23 of this Lease. Landlord may withhold its approval of any alteration, addition, or improvement that requires work which does not comply with any applicable laws (including, without limitation, the Americans with Disabilities Act of 1990 and all regulations issued thereunder) or requires other alterations, additions, or improvements of the Premises or common areas of the Shopping Center in order to comply with applicable laws. Anything herein to the contrary notwithstanding, Tenant shall not make any alterations, additions, or improvements in the Premises without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion, if such alteration, addition, or improvement by Tenant requires any other alteration, addition, or improvement to be performed in or made to any portion of the Shopping Center other than the Premises.

D. Tenant agrees that any contractor, subcontractor or other service provider who is not an Approved Contractor may not perform any alterations, additions, renovations, improvements, repairs, replacements or maintenance to the Leased Premises. An "Approved Contractor" shall mean a reputable, bonded, qualified, licensed, properly insured general contractor hired by Tenant in writing to perform work in the Leased Premises who has first been approved in writing by Landlord, which approval may be withheld in Landlord's sole discretion. Tenant further agrees that: (1) Landlord shall in no way be responsible for the quality of any work performed by an Approved Contractor; and (2) all work in the Leased Premises shall be performed at Tenant's expense in strict compliance with and subject to all applicable provisions of the Lease, including but not limited to (i) those relating to alterations, insurance, and compliance with laws; (ii) the Contractor Rules, attached hereto when applicable; and (iii) all other rules, regulations or directives that may be promulgated by Landlord at any time and from time to time.

E. Landlord's consent to such alterations, additions, or improvements, or Landlord's approval of the plans, specifications, and working drawings for such alterations, additions, or improvements shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency, or compliance with all laws, rules, and regulations of governmental and quasi-governmental agencies (including, without limitation, the Americans with Disabilities Act of 1990 and all regulations issued thereunder). Tenant is solely responsible for making sure that all alterations, additions, and improvements comply with such laws.

F. No alterations, additions or improvements made by Tenant shall in any way enlarge or increase Tenant's rights under this Lease, including, without limitation, Tenant's rights to possession of all or any part of the Premises.

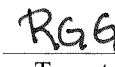
SECTION 18. AMERICANS WITH DISABILITIES ACT OF 1990

Tenant agrees to assume sole responsibility for conforming its accommodations, facilities, and services to the requirements of the Americans with Disabilities Act of 1990 and further covenants not to discriminate against disabled persons on the basis of disability in the full and equal enjoyment of goods, services, facilities, privileges, advantages, or accommodations. Tenant shall hold Landlord harmless and indemnify Landlord from any and all consequences, including, without limitation, all judgments, claims, costs, liability, damages, expenses, attorney's fees and consultant's fees in defending any claims or alleged violations resulting from Tenant's violation of the Americans with Disabilities Act, whether such violation is unintentional or intentional. In the event that physical changes must be made to the building, all proposed changes must be presented to the Landlord for approval prior to the commencement of any construction work. Notwithstanding the above, Landlord, at Landlord's sole cost and expense, shall ensure Americans with Disabilities Act compliance of the Leased Premises, Common Facilities and Shopping Center prior to the Term Commencement Date.

California Accessibility Disclosure. For purposes of Section 1938(a) of the California Civil Code, Landlord hereby discloses to Tenant, and Tenant hereby acknowledges, that the Premises has not undergone inspection by a Certified Access Specialist (CASp). As required by Section 1938(e) of the California Civil Code, Landlord hereby states as follows: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." In furtherance of the foregoing, Landlord and Tenant hereby agree as follows: (a) any CASp inspection requested by Tenant shall be conducted, at Tenant's sole cost and expense, by a CASp approved in advance by Landlord; and (b) Tenant, at its cost, is responsible for making any repairs within the Premises to correct violations of construction-related accessibility standards; and, if anything done by or for Tenant in its use or occupancy of the Premises shall require repairs to the Building (outside the Premises) to correct violations of construction-related accessibility standards, then Tenant shall, at Landlord's option, either perform such repairs at Tenant's sole cost and expense or reimburse Landlord upon demand, as additional rent, for the cost to Landlord of performing such repairs.

SECTION 19. MECHANICS LIENS:

A. Tenant agrees to keep the Leased Premises, together with the buildings and other improvements within which the Leased Premises are located, and the balance of the Shopping Center, free and clear of any and all mechanics, materialmen's and other liens for work or labor done, services performed, or materials, appliances, transportation or power contributed, used or furnished to be use, to or on the order of Tenant. At all times Tenant shall promptly and fully pay and discharge any and all claims upon which any such lien may or could be based; and Tenant shall hold Landlord, the Leased Premises, all buildings and improvements within which the Leased Premises are located, and the balance of the Shopping Center, free and harmless from any and all such liens and claims of liens and suits or other proceedings arising out of work performed, or materials or services furnished, to or on the order of Tenant. Tenant agrees to give Landlord written notice not less than ten (10) days in advance of


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the commencement of any construction, alteration, addition, improvement, installation or repair costing in excess of Five Hundred Dollars (\$500.00) in order that Landlord may post appropriate notices of Landlord's non-responsibility. Tenant further agrees to secure, at Tenant's sole cost and expense, a bond indemnifying Landlord, the Leased Premises and the remainder of the Shopping Center, against all aforesaid liens, with corporate surety and in form satisfactory to Landlord, and in an amount sufficient to remove any such liens of record, which amount shall also be subject to the approval of Landlord. Within five (5) days after work is completed, Tenant will file a Notice of Completion. Nothing in this Section 19 shall be construed to conflict in any way with the obligations of Tenant set forth in the Construction Exhibit, if any, attached to this Lease as Exhibit "C."

B. No mechanics or materialmen's liens, or mortgages, deeds of trust, or other liens of any character whatsoever created or suffered by Tenant, shall in any way, or to any extent, affect the interest or right of Landlord in any buildings or other improvements on or about the Leased Premises, or the balance of the Shopping Center, or attach to or affect Landlord's title to, or rights in, the Leased Premises or any other portion of the Shopping Center.

SECTION 20. FIRE AND CASUALTY DAMAGE:

If the Leased Premises, or the building in which the Leased Premises are located, shall be damaged or destroyed by fire or other casualty, but the Leased Premises not thereby rendered untenable in whole or in part, Landlord shall have the option to cause such damage or destruction to be repaired from the insurance proceeds paid pursuant to such damage or destruction, and the rent shall be abated only to the extent of rent insurance proceeds, if any, collected by Landlord. If by reason of such occurrence or occurrences, the Leased Premises shall be rendered untenable either in whole or in part, Landlord likewise shall have the option to cause the damage and destruction to be repaired, in which case the Fixed Minimum Rent provided hereunder shall be abated during the repair period proportionately as to the portion of the Leased Premises rendered untenable; provided, however, there shall be no such abatement to the extent that Landlord is paid the proceeds of the rent insurance maintained pursuant to the terms of Section 18.A hereof, or to the extent such damage or destruction is due to the negligence of Tenant. Notwithstanding anything to the contrary, under no circumstances shall Landlord be obligated or responsible to repair or replace any of the improvements located within the Leased Premises damaged or destroyed by fire or other casualty. Landlord may, however, in the event of any damage or destruction, and at Landlord's election, terminate this Lease by giving Tenant written notice of Landlord's election within sixty (60) days following the date of such damage or destruction, and in such event this Lease shall terminate on the date of such notice and rent shall be prorated as of the date of such notice. In no event shall Landlord be liable to make repairs costing in excess of the insurance proceeds paid to Landlord as a result of the damage or destruction. Tenant shall pay the cost of any repairs as a result of the negligence of Tenant. To the extent applicable, Tenant hereby waives the provisions of California Civil Code Sections 1932(2) and 1933(4) with respect to any damage to, or destruction of, the Leased Premises or the building in which the Leased Premises are located, the rights of Tenant in the case of any such damage or destruction being governed by the provisions of this Lease. Upon completion by Landlord of any work required hereunder, Tenant shall, within a reasonable period after notice from the Landlord, repair and replace the improvements contained within the Leased Premises in substantially the same layout and form existing at the time of execution of this lease.

SECTION 21. CONDEMNATION:

A. GENERAL. If title to all or any portion of the Leased Premises be taken by a public or quasi-public authority under any statute or by right of eminent domain or by private purchase in lieu thereof (hereinafter referred to as a "taking"), then the rights of the parties to share in the condemnation award or purchase price thereby resulting shall be governed by this Section 21.

B. TOTAL OR MATERIAL TAKING. Should all of the Leased Premises be taken in such manner, this Lease shall terminate on the effective date of such taking. Should a portion of the Leased Premises be taken in such a manner as to materially interfere with Tenant's use and occupancy thereof, then either party, by given written notice to the other party within thirty (30) days after such taking, may terminate this Lease as of the date of such notice. Should any tenant or occupant occupying more than 10,000 square feet of building area in the Shopping Center cancel its lease or abandon and vacate its premises by reason of any such taking, or by reason of any damage resulting from such taking, or should more than fifty percent (50%) of the area of land described in Exhibit "A" hereto be so taken, or should more than twenty percent (20%) of the Leased Premises be so taken, then Landlord, on giving written notice to Tenant within sixty (60) days after such taking, cancellation, vacation or abandonment, as the case may be, may terminate this Lease as of the date of such notice.

C. PARTIAL TAKING AND NO CANCELLATION. In the event a partial taking of the Leased Premises, and this Lease is not canceled, then this Lease as to the part so taken only shall terminate as of the date that possession of such part of the Leased Premises is so taken, and the Fixed Minimum Rent herein provided for shall be reduced in the proportion that the square footage of the Leased Premises so taken bears to the total area of the Leased Premises existing before such taking. Landlord shall diligently replace or repair the Leased Premises, but at a cost to Landlord not to exceed the condemnation award received by Landlord for the Leased Premises. To the extent applicable, each party waives California Code of Civil Procedure Section 1265.130 that allows either party to petition the court to terminate this Lease upon a partial taking, and the rights of the party upon a partial taking shall be governed solely by the provisions hereof.

D. AWARDS. In the event of any taking, Tenants shall be entitled to that portion of the award, if any, specifically designated for loss to, or damage of, Tenant's trade fixtures and personal property. All other awards including, but not limited to, any award for the value of Tenant's leasehold estate, shall be the sole and exclusive property of Landlord, and Tenant shall have no right thereto or interest therein. Any rights of Tenant to any portion of the award shall at all times be subject to the rights thereto of any encumbrancer or ground lessor of Landlord.

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SECTION 22. DEFAULT:

A. TENANT'S DEFAULT AND LANDLORD'S REMEDIES. Tenant shall be in material default and breach under this Lease if (i) Tenant shall default in the payment as and when due of any rent, additional rent, or any other amount required to be paid by Tenant hereunder, or (ii) Tenant shall default in the performance or observance of any non-monetary covenant, agreement or obligation of this Lease to be performed or observed by Tenant including, but not limited to, the obligation of Tenant to deliver offset statements to Landlord as provided for by Section 25 hereof, and the obligations of Tenant pursuant to Section 13 hereof, and such default shall exist for a total period of five (5) consecutive or non-consecutive days after written notice thereof by Landlord; provided, however, that Landlord shall not be required to give such notice if Tenant's failure to perform constitutes a non-curable breach of this Lease, or (iii) Landlord discovers any financial information given to Landlord by Tenant was false or misleading in any material manner, or (iv) Tenant shall make a general assignment or general arrangement for the benefit of creditors, or (v) a trustee or receiver is appointed to take possession of substantially all of Tenant's assets located at the Leased Premises, or of Tenant's interest in this Lease, and possession is not restored to Tenant within thirty (30) days, or (vi) there is an attachment, execution or other judicial seizure is not discharged within thirty (30) days, or (vii) any voluntary or involuntary petition or similar pleading under any section or sections of the Bankruptcy Act or any Chapter thereof shall be filed by or against Tenant, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare Tenant insolvent or unable to pay Tenant's debts, and in the event of an involuntary petition, pleading or proceeding the same shall not be dismissed or discharged within thirty (30) days, or (viii) Tenant shall abandon the Leased Premises, then Landlord shall have, in addition to any other remedies available at law, or in equity, without the requirement of any further notice to Tenant, the notice provided by this Section 22.A. being intended to satisfy any and all notice requirements imposed by law on Landlord and not being intended to be in addition to any such requirements, and without barring later election of any other remedy, any one or more of the following remedies at Landlord's election.

(1) By written notice to Tenant, Landlord may terminate this Lease and Tenant's right to possession, declare this Lease at an end, re-enter the Leased Premises in the manner allowed by law and repossess the Leased Premises, in which event this Lease shall terminate, Tenant shall immediately surrender the Leased Premises to Landlord, and Landlord shall have the right to recover from Tenant; (a) the worth at the time of the award of the unpaid rent and all additional rent and other amounts and charges payable by Tenant that had been earned at time of termination of this Lease; (b) the worth at the time of the award of the amount by which the unpaid rent and all additional rent and other charges payable by Tenant hereunder which would have been earned after termination of this Lease; (c) the worth at the time of the award of the amount by which the unpaid rent and all additional rent and other charges payable by Tenant hereunder which would have been paid for the balance of the term; and (d) any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's default or which in the normal course of things would likely result from Tenant's default including, but not limited to, costs and expenses incurred by Landlord in maintaining or preserving the Leased Premises after default, costs of recovering possession, and reasonable attorneys' fees.

In addition to the items of recovery recited in (a)-(d), Landlord shall have the right to recover from Tenant expenses of reletting including necessary renovation or alteration, and real estate commissions paid and/or payable. Because it is and will be impractical and extremely difficult to fix the actual damages to Landlord related to expenses of necessary renovation and alteration, therefore the Tenant and Landlord agree to fix the determination of the amount for this part of Landlord's damages to be calculated as 10.0% of the Fixed minimum Rent for the unpaid balance of the Lease Term. Similarly, because it is and will be impractical and extremely difficult to fix the actual damages to Landlord related to expenses of real estate commissions paid and/or payable, therefore the Tenant and Landlord agree to fix the determination of the amount of this part of Landlord's damages to be calculated as 6.0% of the Fixed Minimum Annual Rent for the unpaid balance of the Lease Term. Landlord and Tenant stipulate that this amount represents a reasonable approximation of the damages that are likely to result from the termination of this Lease and Tenant's right to possession, and that these determinations are reasonable under the circumstances existing at the time of the execution of this Lease.

"The worth at the time of the award" as used in (a) and (b) of this Section 22.A. (1) is to be computed by allowing interest on unpaid amounts at the rate of 15% per annum, or the then maximum lawful rate, whichever is lesser. "The worth at the time of the award," as used in (c) of this Section 22.A. (1), is to be computed by discounting such amount at the discount of the Federal Reserve Bank of San Francisco at the time of the award plus 1%. If Tenant shall have abandoned and vacated the Leased Premises, Landlord may proceed under this Section 22.A. (1), or under Section 22.A. (2) hereof.

(2) Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned and vacated the Leased Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies hereunder, including the right to recover rent, additional rent, and all other amounts payable hereunder as they become due.

(3) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state in which the Leased Premises are located.

All rights and remedies of Landlord herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law or equity; and likewise, the exercise by Landlord of any remedy provided for herein or allowed law or equity shall not be to the exclusion of any other remedy.

If a court of competent jurisdiction determines that any of the events described in Section 22.A. (iv) through (vii), inclusive, hereof, is not a default under this Lease, and a trustee is appointed to take possession (or if Tenant remains a debtor in possession) and such trustee or Tenant transfers all or any portion of Tenant's interest hereunder, Landlord shall receive, as additional rent, promptly upon demand therefor, the difference between the rent (or any other consideration) paid in connection with such transfer and the rent payable hereunder by Tenant.

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D. Any claim, demand, right, or defense by Tenant that arises out of this Lease or the negotiations that preceded this Lease shall be barred unless Tenant commences an action thereon, or interposes a defense by reason thereof, within three (3) months after the date of the inaction, omission, event, or action that gave rise to such a claim, demand, right, or defense. Tenant acknowledges and understands after having consulted with its legal counsel that the purpose of this Paragraph is to shorten the period within which the Tenant would otherwise have to raise such claims, demands, rights, or defenses under applicable laws.

E. Every default by Tenant under this Lease shall be deemed material and not minimal and Landlord shall have every remedy with respect to every such default as provided herein or by law. Tenant waives its right to bring a declaratory judgment action with respect to any notice of violation or default sent pursuant to any provision of this Lease. Tenant waives its right to seek injunctive relief that would stay, extend, or otherwise toll any of the time limitations or provisions of this Lease or any notice sent pursuant thereto.

SECTION 23. SURRENDER OF LEASED PREMISES:

Upon any termination of this Lease, whether by lapse of time, cancellation pursuant to an election provided for herein, forfeiture, or otherwise, Tenant shall surrender immediately possession of the Leased Premises, and all buildings and improvements within which the same are located, and shall return the Premises to Landlord in the same condition as on the Scheduled Date of Possession, normal wear and tear excepted.

At any time during the term of this Lease, and upon the termination of this Lease, if Tenant is at such time not in default hereunder, or no event has occurred as of such time which with the giving of notice and/or the passage of time would give rise to default, Tenant shall have the right to remove from the Leased Premises all furniture, furnishings, signs and equipment of Tenant then installed or placed in, on or about the Leased Premises; provided, however, Tenant shall at Tenant's expense make all repairs to the Leased Premises required because of such removal. If any of such property shall remain on the Leased Premises after the end of the term hereof, such property shall become, at the option of Landlord, the property of Landlord; provided that Landlord may direct Tenant to remove such property, in which case Tenant agrees to do so and to reimburse Landlord for any expense of removal if Tenant shall fail to remove such property.

Upon termination of this Lease, Tenant shall surrender the Leased Premises in a neat and clean condition, and Tenant shall repair any holes or openings made by Tenant in the walls, roof or floor of the building in which the Leased Premises are located, remove any protuberance and perform any maintenance or repairs required of Tenant by this Lease. All installations, additions, decorations hardware, nontrade fixtures and improvements, except moveable furniture and equipment belonging to Tenant, in or upon the Premises, whether placed there by Tenant or Landlord, shall be Landlord's property and shall remain upon the Premises, all without compensation, allowance or credit to Tenant. If directed to do so by Landlord through prior written notice, Tenant shall also remove any improvements, additions or alterations made after the Scheduled Date of Possession to the Leased Premises by Tenant even though such improvements by the terms of this Lease become a part of the Leased Premises.

This Lease shall terminate and shall become null and void without further notice upon the expiration of the Term herein specified, and any holding over by Tenant after such expiration shall not constitute a renewal hereof or give Tenant any rights under this Lease. If Tenant fails to surrender the Premises upon the termination or expiration of this Lease, with or without the express or implied consent of Landlord, such tenancy shall be at sufferance only, and shall not constitute a renewal hereof or an extension for any further term. Under such tenancy at sufferance, the Fixed Minimum Rent, which shall be payable in advance monthly, shall be one hundred twenty-five percent (125%) of the Fixed Minimum Rent (as adjusted pursuant to Section 4.D) applicable at the date of expiration or termination of the term hereof. Such tenancy at sufferance shall be subject to every other applicable term, covenant and agreement contained in this Agreement, EXCEPT THAT FIXED MINIMUM RENT SHALL INCREASE BY 25% EVERY SIX MONTHS, WITHOUT THE NEED FOR SEPARATE NOTICE. Nothing contained in this paragraph shall be construed as consent by Landlord to any holding over by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord. Landlord may terminate Tenant's tenancy at sufferance by serving upon Tenant a seven (7) day notice to quit. If Tenant fails to surrender the Premises upon the termination or expiration of this Lease, including a termination resulting from service of a notice to quit, then in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold Landlord harmless from all loss, costs (including reasonable attorney's fees) and liability resulting from such failure, including as to claims raised by a succeeding tenant against Landlord.

SECTION 24. FORCE MAJEURE:

If Landlord cannot perform any of Landlord's obligations under this Lease due to events beyond Landlord's control, the time provided for Landlord performing such obligations shall be extended by a period of time equal to the delay caused by such events. Events beyond Landlord's control include, but are not limited to, acts of Tenant, strikes, threats of strikes, blackouts, acts of war, terrorism, bioterrorism, bombing, labor disputes, shortages of labor or material, insurrection, invasion, acts of G-d, calamities, civil commotion, weather conditions, fire, flood or other casualty, action or regulation of any governmental authority, state law or ordinances, and impossibility of obtaining materials.

SECTION 25. OFFSET STATEMENTS:

Tenant agrees at any time upon not less than five (5) days' prior written request of Landlord, to execute, acknowledge and deliver to Landlord a statement in writing and in such form required by Landlord or by any lender or ground lessor of Landlord, certifying that this Lease is unmodified and in full force and effect and that Landlord is not in default (or if modified, in full force and effect as modified and stating the modifications, or if there is any default, stating such default), and the dates to which rental or other sums have been paid in advance, it being intended that any such statement delivered pursuant to this Section 26 may be relied upon by any prospective purchaser, ground lessor, mortgagee or beneficiary. Such statement is typically in the form of an estoppel, and may include a subordination agreement. Furthermore, if Tenant fails to so deliver any requested statement within such five (5) day period, Landlord and any prospective purchaser, encumbrancer or ground lessor may conclusively presume that

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this Lease is unmodified and in full force and effect, that Landlord is not in default hereunder, and that no rental or other sums have been paid more than one month in advance. Failure to execute such documents within the specified time frame shall be considered an event of default, and in such event Tenant agrees to pay as liquidated damages therefore (and in addition to all other remedies available to Landlord) an amount equal to \$100 per day for each day that Tenant fails to so deliver such documents. Tenant shall also deliver to any prospective purchaser, prospective ground lessor or prospective lender of Landlord, within ten (10) days after Landlord's request therefor, Tenant's latest financial statements, and such specific subordination agreements as may be required by any such lender or ground lessor.

SECTION 26. RIGHTS RESERVED BY LANDLORD:

A. EASEMENTS. Landlord expressly reserves all rights in, and with respect to, the Leased Premises not inconsistent with Tenant's use thereof as in this Lease provided, including (without in any way limiting the generality of the foregoing) the right of Landlord to establish Common Facilities and grant easements to others (even before the establishment of Common Facilities) including, but not limited to, other pipelines, telephone, electric and power lines, cables and conduits, as Landlord may deem desirable in connection with the development or use of the Shopping Center or any other property in the neighborhood of the Leased Premises, whether owned by Landlord or not, all of which pipelines, lines and conduits shall be buried to a sufficient depth or raised to a sufficient height so as not to interfere with the use or stability of the building or any other improvements within which the Leased Premises are located.

B. INSPECTION

(1) Tenant agrees to permit Landlord, or the authorized representatives of Landlord, to enter the Leased Premises at all reasonable times for the purposes of (a) inspecting the Leased Premises, (b) making such repairs or reconstruction required or permitted by Landlord, and (c) performing any work therein that may be necessary by reason of Tenant's default under the terms of this Lease, all without prior written notice to Tenant. Nothing herein shall imply any duty upon the part of Landlord to do any such work which, under the provisions of this Lease, Tenant may be required to perform, and the performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform such work. In the event Landlord makes any repairs or maintenance that Tenant has failed to do, the cost thereof shall be paid to Landlord with the next installment of rental hereunder.

(2) Landlord is hereby given the right during usual business hours to enter the Leased Premises and to exhibit the same to any prospective tenant, ground lessor, purchaser or lender, and to post any signs on or about the Leased Premises or the building in which the Leased Premises are located regarding such sale, lease or borrowing at any time during the final four (4) months of the Lease Term.

C. ACCORD AND SATISFACTION. No payment by Tenant, or receipt by Landlord, of a lesser amount than the amount due and payable shall be deemed to be other than on account of the amount due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payments without prejudice to Landlord's right to recover the balance of the amounts due and payable or to pursue any other remedy provided in this Lease, at law, or in equity.

D. SALES AND RECORDS. Intentionally omitted.

SECTION 27. RESTRICTIONS ON USE:

Landlord desires to create and maintain an atmosphere in which all tenants can successfully operate their businesses, and therefore Landlord and Tenant agree to the following:

A. No portion of the Leased Premises nor of the common areas shall be used for (1) the operation of a drug store or prescription pharmacy for the handling or sale of drug prescription items, (2) the handling or sale of alcoholic beverages, whether for on-premises or off-premises consumption, (3) a retail food market or food supermarket, (4) the handling or processing of dry cleaning or laundry, (5) a laundromat, (6) the handling or sale of clothing, (7) the handling or sale of shoes or footwear, (8) the handling or sale of gasoline, petroleum products, tires, or automobile accessories, (9) a beauty shop, (10) the handling or sale of wigs or hair pieces, (11) a hardware store or sale of hardware items, (12) a lumber store or yard or the handling or sale of lumber, (13) a nursery store or the handling or sale of nursery items, (14) a sporting goods store or the handling or sale of sporting goods, (15) a builders' supply store, (16) the handling or sale of toys, (17) a bank, (18) a finance company, (19) a savings and loan association or thrift and loan association, (20) any business in competition with a finance company or bank, (21) a variety store, (22) a theater, (23) a place of amusement or recreation, (24) the handling or sale of food items whether for on-premises or off-premises consumption, (25) check cashing or issuance of money orders, (26) payphones, (27) water vending machines, (28) ATM machines, (29) the sale or distribution of stolen material or controlled substances, (30) sleeping or otherwise living in the unit, (31) any activity deemed illegal by local code, ordinance or law.

B. If Tenant violates any of the provisions of this Section 27, such violation shall be deemed to be a non-curable material default and breach of this Lease by Tenant, and Landlord may: (1) cancel this Lease by giving three (3) days' written notice to Tenant, and/or (2) pursue any other remedy available at law, in equity, or under this Lease including, but not limited to, the rights and remedies available to Landlord pursuant to Section 22.A. hereof. The enumeration in Section 27.A of various specific purposes for which the Leased Premises cannot be used or occupied does not, directly or by implication, permit use or occupancy of the Leased Premises for any purpose other than the purposes specifically provided in the Fundamental Lease Provisions, unless requested in writing by Tenant and agreed to in writing by Landlord.

C. Tenant acknowledges and agrees that pursuant to the terms hereof Tenant shall have the right to use the Leased Premises only for the purpose expressly set forth and permitted by the Fundamental Lease Provisions of this Lease, and Tenant


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agrees that Tenant shall not make any other use of the Leased Premises unless such other use is approved in writing by Landlord. Tenant further acknowledges and agrees that Tenant shall have no right of subdivision, separation, or partition of the Leased Premises, or any portion thereof, from the Shopping Center, or the building within which the Leased Premises are located. Easements for light and air are not included in the Leased Premises.

SECTION 28. RULES AND REGULATIONS:

The Rules and Regulations, if any, are attached to this Lease as Exhibit "F" and are hereby specifically incorporated into and made a part of this Lease. Landlord reserves the right from time to time to amend and supplement said Rules and Regulations and to adopt additional Rules and Regulations in a uniform and non-discriminatory manner. Notice of such additional Rules and Regulations, and of such amendments and supplements, shall be given to Tenant. Tenant agrees to comply with and observe all Rules and Regulations, and all amendments and supplements thereto. Tenant's failure to observe and comply with all Rules and Regulations, and all amendments and supplements thereto, shall constitute a material breach and default under this Lease. In case of any conflict between any Rules and Regulations and this Lease, the provisions of the Rules and Regulations will prevail. Landlord shall have no obligation or responsibility to Tenant to enforce the provisions of any leases or other agreements with any other tenants or occupants of the Shopping Center, and Landlord shall not be liable to Tenant for any damages caused by any failure of such other tenants or occupants to comply with the Rules and Regulations in effect from time to time, or to otherwise comply with the terms of their leases or other occupancy agreements.

SECTION 29. OPTION TO RENEW:

Provided that Tenant is open for business and operating in the entire Leased Premises, fully and timely performed all terms of the current Lease, was not previously and is not currently in default on the terms of this Lease upon expiration of the initial term of this Lease, Tenant may be offered a 5-year option to renew this Lease upon mutual consent. Each option must be exercised by Tenant giving Landlord notice in writing not less than 180 days or more than 270 days prior to expiration of the initial Term or any option period, of its intention to exercise the option. Minimum Monthly Rent during the first year of the option period shall be \$2.40 per square foot. Rent shall be increased in each succeeding year of any such option period in accordance with the terms of Section 4(C) of this Lease. Failure to exercise the option in strict conformance with the terms described herein shall constitute a waiver of said option. Tenant's failure to execute a Lease Amendment/Lease within 20 days after Landlord receives notice of Tenant's exercise of Option to Renew and requests same from Tenant shall be deemed a material default of this Lease. Landlord may render void Tenant's exercise of said option if within the aforementioned time period Landlord fails to receive the fully executed Lease Amendment/Lease.

In the event Tenant exercises said option, Landlord shall contribute ten dollars (\$10.00) per rentable square foot to Tenant as a remodeling allowance for the option term.

SECTION 30. MISCELLANEOUS:



A. **LOSS AND DAMAGE.** Landlord shall not be liable for any damage to the property of Tenant or of others located on the Leased Premises, nor for the loss of, or damage to, any property of Tenant or of others whether by theft, or otherwise. Landlord shall not be liable for any injury or damage to person or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or leaks from any part of the Leased Premises or from any other place, or by dampness, or by any other cause. Landlord shall not be liable for any such damage caused by other tenants or persons in the Leased Premises, occupants of the Shopping Center or of any property adjacent thereto, or the public, or caused by operations in construction of any private, public or quasi-public work. Landlord shall not be liable for any latent or patent defect in the Leased Premises, the building in which the Leased Premises are located, or in any other portion of the Shopping Center. All property of Tenant kept or stored on the Leased Premises shall be so kept or stored at the risk of Tenant.

B. **LEASE BINDING ON SUCCESSORS.** Subject to the provisions of this Lease, the covenants and agreements herein contained shall bind and inure to the benefit of Landlord and Tenant, and each of their heirs, personal representatives, successors and assigns. No rights, however, shall inure to the benefit of any assignee, sublessee or successor Tenant unless Landlord has approved the assignment, sublease or succession as set forth in Section 9 hereof.

C. **ATTORNEY'S FEES.** If either Landlord or Tenant commences, engages in, or threatens to commence or engage in any legal action or proceeding against the other party (including, without limitation, litigation or arbitration) arising out of or in connection with the Lease, the Premises, or the Building/Shopping Center (including without limitation (a) the enforcement or interpretation of either party's rights or obligations under this Lease (whether in contract, tort, or both) or (b) the declaration of any rights or obligations under this Lease), the prevailing party shall be entitled to recover from the losing party reasonable attorney's fees, together with any costs and expenses, incurred in any such action or proceeding, including any attorney's fees, costs, and expenses incurred on collection and on appeal.

D. **SALE OF LEASED PREMISES.** The term "Landlord" as used in this Lease shall mean the owner of Landlord's estate and to the Leased Premises or any property of which the Leased Premises are a part. If the Landlord's interest and estate in and to the Leased Premises is transferred by Landlord, Landlord shall be entirely freed, relieved and discharged of all liabilities and obligations under this Lease to be performed at any time after the date of such transfer, and the purchaser shall conclusively be deemed, without the necessity of any further agreement or acknowledgment from the purchaser, to have assumed all covenants, agreements, obligations and liabilities of Landlord arising under this Lease at any time after such transfer. Landlord shall deliver to Landlord's transferee all funds previously paid by Tenant to the extent such funds have not been applied under the terms of this Lease to Tenant's obligations under this Lease.

E. **NOTICES.** Notices required hereunder may be given by Landlord or by Landlord's agent or attorney. Any notice or demand required or permitted by law or by any of the provisions of this Lease shall be in writing. All notices or demands by


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Landlord to Tenant may be given and shall be deemed to have been properly given when served (i) personally on an executive officer or partner of Tenant or on the individual comprising Tenant (as the case may be), (ii) when sent by registered or certified mail, postage prepaid, addressed to Tenant at the address of the Leased Premises, or at the address set forth in the Fundamental Lease Provisions or (iii) transmitted by telegraphic or electronic means, including email, with proof of service provided. All notices or demands by Tenant to Landlord shall be deemed to have been properly given when (i) sent by registered or certified mail, with return receipt, postage prepaid, addressed to Landlord at the address set forth in the Fundamental Lease Provisions, and (ii) typed in upper case letters and in a black, bolded font of a size not less than 10-point type. Tenant shall conspicuously type, as described in (i) above, on the front of each envelope containing a notice to Landlord, words that indicate they type of notice enclosed and its urgency. For example, if Tenant is notifying Landlord of a renewal option, the envelope should be marked "URGENT – NOTICE OF RENEWAL". Either party hereto may change the place to which notices are to be given by advising the other party in writing. If any notice or other document is sent by mail as aforesaid, the same shall be deemed served, delivered and received forty-eight (48) hours after the deposit hereof in the United States mail, provided there is regular service by mail, at the time of such mailing, between the place of mailing and the place to which such notice or other document is mailed. If more than one Tenant is named under this Lease, service of any notice upon any Tenant shall be deemed service upon all Tenants. This Section is not meant to supersede any laws regarding notices related to non-payment of Rent. In the event of a monetary default, service of a standard Three-Day Notice to Pay Rent or Quit shall satisfy the notice requirements of this section.

F. SECTION HEADINGS. The headings or captions of Sections in this Lease are for convenience and reference only, and they in no way define, limit, or describe the scope or intent of this Lease or the provisions of such Sections.

G. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS. As used in this Lease and whenever required by the context thereof, each number, both singular and plural, shall include all numbers, and each gender shall include all genders. Landlord and Tenant as used in this Lease or in any other instrument referred to in or made a part of this Lease shall likewise include both the singular and the plural, a corporation, partnership, individual or person acting in any fiduciary capacity as executor, administrator, trustee, or in any other representative capacity.

H. TIME OF ESSENCE. Time is hereby expressly declared to be of the essence of this Lease and of each and every covenant, term, condition and provision hereof.

I. IMPARTIAL CONSTRUCTION. The language of this Lease shall in all cases be construed as a whole according to its fair meaning and not strictly for nor against either Landlord or Tenant. Tenant acknowledges that it has had the opportunity to thoroughly review and negotiate this Lease, and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease.

J. WAIVER. No waiver or any breach of the terms, covenants, agreements, restrictions or conditions of this Lease shall be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Lease. The consent or approval of either party to or of any act or matter requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent or similar act or matter. No waiver of any provision of this Lease shall be binding unless evidenced by a writing signed by the parties hereto. Except insofar as this is inconsistent with or contrary to any provisions of this Lease, no right or remedy conferred upon or reserved to either party is intended to be exclusive of any other right or remedy given now or later or existing at law or in equity or by statute. Except to the extent that either party may have otherwise agreed in writing, no waiver by that party of any violation or nonperformance by the other party of any obligations, agreements, or covenants shall be deemed to be a waiver of any subsequent violation or nonperformance of the same or any other covenant, agreement, or obligation, nor shall any forbearance by either party to exercise a remedy for any violation or nonperformance by the other party be deemed a waiver by that party of any rights or remedies with respect to that violation or nonperformance. Landlord's acceptance of a rent payment and/or a partial rent payment is not a waiver of any rights available to Landlord at law or equity, including, without limitation, the right to recover possession of the Premises, as a result of Tenant's previous Lease violation.

K. INVESTMENT TAX CREDIT. Landlord acknowledges and represents that as a material part of Tenant's consideration hereunder, Tenant shall be entitled to receive any and all investment tax credits attributable to the qualifying property included in the Leased Premises and, for the purpose of such credit, shall be deemed to be the purchaser of such qualifying property. Landlord hereby agrees to execute and file with the Internal Revenue Service, as appropriate under Reg. 1.48-4(j), such further documents as may be reasonably required by Tenant to give effect to this provision.

L. PARTIAL INVALIDITY. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such terms, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and shall be valid and be enforced to the fullest extent permitted by law. It is agreed, however, that anything contained in the preceding sentence to the contrary notwithstanding, in the event any court of competent jurisdiction makes a final adjudication to the effect that any portion of this Lease is invalid under the laws of the state within which the Leased Premises are located, or any other applicable law, then in that event Landlord shall have the sole unrestricted discretion to terminate the entire Lease upon written notice of termination to Tenant.

M. REMAINDER OF SHOPPING CENTER. Tenant acknowledges and agrees that Tenant shall have no right of control, regulation, approval or disapproval with respect to the use or development of that portion of the Shopping Center that is not included within the Leased Premises. Tenant understands that Landlord may not now or in the future own all of the Shopping Center that is not included within the Leased Premises. It is understood by Tenant that Landlord may not now or in the future own all of the Shopping Center in which the Leased Premises are located. Tenant agrees not to cancel this Lease, reduce or abate Tenant's rental and other obligations hereunder, or pursue any other available remedies for any violation of this Lease occurring by virtue of any act or omission on or with respect to any property not owned by Landlord.

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COMMERCIAL LEASE AGREEMENT

N. Intentionally omitted.

O. NO OPTION TO LEASE. The submission of this Lease for examination does not constitute a reservation of, or option for, the Leased Premises. This Lease becomes effective as a Lease only upon execution and delivery thereof by Landlord and Tenant. If a corporation executes this Lease as a Tenant, Tenant shall concurrently therewith furnish Landlord certified corporate resolutions attesting to the authority of the officers to execute this Lease on behalf of such corporation.

P. WAIVER OF LIABILITY. Anything in this Lease to the contrary notwithstanding, Tenant agrees that it shall look solely to the estate and property of the Landlord in the land and buildings comprising the Shopping Center, subject to the rights therein of any other person, firm or entity, for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms covenants and conditions of this Lease, and no other assets of the Landlord shall be subject to levy, execution or any procedures for the satisfaction of Tenant's remedies.

Q. SUPPLEMENTAL LETTER. Upon request of Landlord, Tenant agrees to execute a Supplemental Letter to be attached to this Lease setting forth the exact date of the Term Commencement Date, the Rent Commencement Date and the Lease Year anniversary date.

R. BROKERS. Except as may be expressly set forth to the contrary in the Fundamental Lease Provisions, each party represents to the other that no person, firm, corporation or other entity is entitled to any brokerage commission or finder's fee on account of the execution, delivery, and consummation of this Lease. Tenant hereby agrees to indemnify Landlord and to hold Landlord free and harmless of and from any and all claims, losses, damages, costs and expenses of any nature, including attorneys' fees and costs of litigation, arising from or relating to any brokerage commissions or finder's fees incurred by Tenant in connection with this Lease. Tenant represents, warrants and acknowledges that Tenant is not relying upon any statement, agreement, representation, warranty, information, commitment or undertaking of any kind on the part of Landlord, or any other person, firm or entity including, but not limited to, the broker set forth in the Fundamental Lease Provisions, if any, in entering into this Lease and agreeing to perform Tenant's obligations hereunder, other than those representations, warranties and agreements of Landlord expressly set forth in this Lease.

S. AGREEMENTS IN WRITING. IT IS UNDERSTOOD THAT THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES HERETO, OR ANY AGENT, EMPLOYEE OR REPRESENTATIVE ACTING OR PURPORTING TO ACT ON BEHALF OF EITHER OF THE PARTIES HERETO, AFFECTING THIS LEASE AND THAT THIS LEASE SUPERSEDES AND CANCELS ANY AND ALL PREVIOUS NEGOTIATIONS, ARRANGEMENTS, BROCHURES, AGREEMENTS AND UNDERSTANDINGS, IF ANY, BETWEEN THE PARTIES HERETO, OR ANY AGENT, EMPLOYEE OR REPRESENTATIVE ACTING OR PURPORTING TO ACT ON BEHALF OF EITHER OF THE PARTIES HERETO, WHETHER ORAL OR IN WRITING, OR DISPLAYED BY LANDLORD, OR ANY AGENT, EMPLOYEE OR REPRESENTATIVE OF LANDLORD, TO TENANT, WITH RESPECT TO THE SUBJECT MATTER HEREOF, AND NONE SHALL BE USED TO INTERPRET OR CONSTRUE THIS LEASE. IT IS FURTHER AGREED BY AND BETWEEN THE PARTIES HERETO THAT THERE SHALL BE NO MODIFICATION OR AMENDMENT OF THIS LEASE, EXCEPT AS MAY BE EXECUTED IN WRITING BETWEEN THE PARTIES HERETO. EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE, LANDLORD MAKES NO WARRANTY, REPRESENTATION, AGREEMENT OR STATEMENT, EXPRESS OR IMPLIED, WHETHER BY OPERATION OF LAW OR OTHERWISE, CONCERNING THE USE, OCCUPANCY OR ZONING OF THE LEASED PREMISES, OR THE SUITABILITY OF THE LEASED PREMISES FOR THE PURPOSES AND USES ASSET FORTH IN THE FUNDAMENTAL LEASE PROVISIONS OR FOR ANY OTHER PARTICULAR PURPOSE, OR WITH RESPECT TO THE CONDITION OF TITLE THERETO, OR THE MEANS, MODE, OR MANNER OF CONSTRUCTION OF ANY BUILDINGS OR IMPROVEMENTS IN THE SHOPPING CENTER, OR THE ADEQUACY OR FITNESS OF ANY BUILDINGS OR IMPROVEMENTS IN THE SHOPPING CENTER FOR ANY USE, OCCUPANCY OR PARTICULAR PURPOSE, OR THE COMPLIANCE WITH BUILDING AND HEALTH AND SAFETY CODES, OR THE ACCURACY OR VALIDITY OF ANY STATEMENT, REPRESENTATION, WARRANTY, AGREEMENT OR DOCUMENT BY ANY OTHER PERSON, FIRM OR ENTITY, OR ANY OTHER MATTER, WHETHER OR NOT RELATED TO OR CONCERNING THE LEASED PREMISES OR ANY OTHER PORTION OF THE SHOPPING CENTER, ALL SUCH WARRANTIES, REPRESENTATIONS, AGREEMENTS AND STATEMENTS BEING HEREBY EXPRESSLY DISCLAIMED.

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T. MATTERS IN EXISTENCE. Tenant agrees that this Lease shall be subject and subordinate to all matters in existence, whether of record or otherwise, and as now or hereafter modified or amended, and further agrees to be bound by any of the provisions of any such matters, or any present or future modification or amendment thereof.

U. LAW GOVERNING, JURISDICTION & WAIVER OF JURY TRIAL. The laws of the State of California shall govern the validity, performance and enforcement of this Lease. This Lease was made and is to be performed in the City of Long Beach, County of Los Angeles, State of California, and any dispute arising hereunder shall be resolved under the jurisdiction of the Los Angeles County Superior Court, South Judicial District, Long Beach. Tenant waives any right to a trial by jury in any action or proceeding based upon, or related to, the subject matter of this Lease, to the extent permitted by law. This waiver is knowingly, intentionally, and voluntarily made by Tenant, and

Tenant acknowledges that neither Landlord nor any person acting of behalf of Landlord has made any representations of fact to induce this waiver of trial by jury or in any way to modify or nullify its effect.

V. CONSENT. Notwithstanding anything heretofore contradictory, wherever the provisions of this Lease provide that one party is to give approval or consent to a thing or act, the granting or withholding of such approval or consent shall not be unreasonably withheld or delayed.

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COMMERCIAL LEASE AGREEMENT

W. **JOINT AND SEVERAL LIABILITY.** Any parties obligated under this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.

X. **MERGER.** The involuntary or other surrender of this Lease by Tenant, the mutual cancellation of this Lease, or the merger, and shall, at the option of Landlord, terminate all or any existing subleases or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subleases.

Y. **RECORDATION.** Neither this Lease nor any memorandum of this Lease shall be recorded without the prior written consent of Landlord, which consent may not be unreasonably withheld.

SECTION 31. OPERATING EXPENSES AND PROPERTY TAXES:

Tenant shall pay its pro-rata share of actual increases, if any, in operating expenses and property taxes for the Leased Premises, Common Facilities and Shopping Center over the calendar year 2019 ("Base Year"). Said Base Year expenses will be calculated on a grossed-up basis reflecting variable operating expenses as if the building was ninety-five percent (95%) occupied and as if all systems were off warranty. Real estate taxes shall be based as if the Project was fully assessed. In no event, however, shall the annual increase of the operating expenses exceed five percent (5%) per year excluding the expenses for property taxes, property insurance, utilities and services using union labor. In addition, Tenant shall not be responsible for any increases in operating expenses for the initial twelve (12) months of the Lease Term. Landlord, at Landlord's sole cost, shall be responsible for Real Property Taxes and any increases in costs associated due to a sale or refinance of the property. Tenant shall be responsible for separately metered utility services and janitorial services to the Premises.

SECTION 32. EARLY TERMINATION:

Landlord shall grant Tenant the on-going right to cancel the Lease after the thirty-sixth (36th) month of the initial lease term subject to the following: (1) Tenant shall provide Landlord with 180 days prior written notice, and (2) within 90 days thereafter Tenant shall deliver to Landlord the unamortized costs of (i) the tenant improvement costs, plus (ii) the commissions paid. The amortization period shall be over the initial lease term and shall be on a straight-line basis.

This right to cancel shall also apply to the Option To Renew periods described herein.

SECTION 33. CONTINGENCY:

The lease (and subsequent option periods or lease modifications) is subject to City Council approval. Upon such approval and mutual agreement on all lease terms and conditions, Landlord shall execute and return the documents to Tenant for full execution. Neither Landlord nor Tenant will have any legal obligation or liability whatsoever unless and until a definitive lease agreement is executed by both parties.

SECTION 34. EXPANSION OPTION:

Tenant shall have a right of first refusal to lease any adjacent contiguous space that becomes available in the Building. After notification by Landlord, Tenant shall have 5 business days to either accept or reject the additional space.

SECTION 35. ROOFTOP COMMUNICATIONS EQUIPMENT:

Tenant shall have the right to use a portion of the roof of the Building for the installation and use of a microwave dish, antenna, or other telecommunications equipment. Tenant shall have no obligation to pay rent for such right, but Tenant shall maintain any roof installation in good condition and shall be responsible for any resulting roof leaks. At the end of the term Tenant shall remove the rooftop equipment from its location and repair any damage caused by such removal.

SECTION 36. NON DISCRIMINATION:


Landlord agrees, subject to applicable laws, rules and regulations, that no person shall be subject to discrimination in the performance of this Agreement on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, AIDS, HIV status, age, disability, handicap, or Vietnam Era veteran status. Landlord shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any of these bases, including but not limited to employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

SECTION 37. CONFIDENTIALITY:

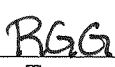
The terms of this Lease are to remain confidential and may not be disclosed to anyone not a party to the Lease or a business consultant to the parties. Tenant's agreement to maintain such confidentiality is a material part of the consideration for the Landlord's agreement to these Lease terms, and Tenant acknowledges that a breach of such covenant will constitute a breach of the Lease, entitling Landlord to all remedies.

SECTION 38. ACCESS:

Tenant shall have access to the Leased Premises 24 hours a day, 7 days a week.



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SECTION 39. MAINTENANCE, REPAIRS, ALTERNATIONS AND COMMON FACILITIES:

In the event Landlord does not properly maintain or repair the Shopping Center, Tenant shall have recourse to offset rent per the following:

(a) General Action. If Tenant provides notice ("Repair Notice") to Landlord of an event or circumstance which pursuant to the terms of this Lease requires Landlord to repair, alter, improve and/or maintain the Premises ("Required Action") and Landlord fails to provide the Required Action within the time period required by this Lease, or a reasonable period of time if no specific time period is specified in this Lease, after the date of Landlord's receipt of the Repair Notice ("Notice Date"), or, in any event, does not commence the Required Action within ten (10) days after the Notice Date and complete the Required Action within thirty (30) days after the Notice Date (provided that if the nature of the Required Action is such that the same cannot reasonably be completed within a thirty (30) day period, Landlord's time period for completion shall not be deemed to have expired if Landlord diligently commences such cure within such period and thereafter diligently proceeds to rectify and complete the Required Action, as soon as possible), then Tenant may proceed to take the Required Action, pursuant to the terms of this Lease, and shall deliver a second notice to Landlord at least three (3) business days prior to commencement of the Required Action specifying that Tenant is taking the Required Action ("Second Notice") for the account of Landlord.

(b) Emergency Action. Notwithstanding the foregoing, if there exists an emergency such that the Premises are rendered untenable and Tenant's personnel are forced to vacate the Premises and if Tenant gives written notice to Landlord ("Emergency Notice") of Tenant's intent to take action with respect thereto ("Necessary Action") and the Necessary Action is also a Required Action, and the emergency could be cured by such Necessary Action, Tenant may take the Necessary Action made for the account of Landlord if Landlord does not commence the Necessary Action within one (1) business day after the Emergency Notice ("Emergency Cure Period") and thereafter use its commercially reasonable best efforts and due diligence to complete the Necessary Action as soon as possible.

(c) Restrictions on Action. If any Necessary Action will affect the systems and equipment located within the Building ("Building Systems"), the structural integrity of the Building, or the exterior appearance of the Building, Tenant shall use only those contractors used by Landlord in the Building for work on the Building Systems or its structure, and Landlord shall provide Tenant (when available and upon Tenant's request) with notice identifying such contractors and any changes to the list of such contractors, unless such contractors are unwilling or unable to perform such work, in which event Tenant may utilize the services of any other qualified contractors who normally and regularly perform similar work in comparable buildings except for any contractors who Landlord specifically notifies Tenant in writing, within five (5) business days of Landlord's receipt of a Repair Notice or one (1) business day of Landlord's receipt of an Emergency Notice, that Tenant may not use for such work.

(d) Reimbursement For Action. If any Required Action or Necessary Action is taken by Tenant pursuant to the terms of this Paragraph, then Landlord shall reimburse Tenant for its reasonable and documented costs and expenses in taking the Required Action or Necessary Action within thirty (30) days after receipt by Landlord of an invoice from Tenant which sets forth a reasonably particularized breakdown of its costs and expenses in connection with taking the Required Action or Necessary Action on behalf of Landlord ("Repair Invoice"). In the event Landlord does not reimburse Tenant for the Repair Invoice within thirty (30) days of receipt, then Tenant may deduct from the next rent payable by Tenant under this Lease, the amount set forth in the Repair Invoice ("Offset Right"). Notwithstanding the foregoing, if Landlord delivers to Tenant within thirty (30) days after receipt of the Repair Invoice, a written objection to the payments of such invoice, setting forth with reasonable particularity Landlord's reason for its claim that the Required Action or Necessary Action did not have to be taken by Landlord pursuant to the terms of the Lease or that Tenant breached the terms of this Paragraph, or that the charges are excessive (in which case Landlord shall pay the amount it contends would not have been excessive), then Tenant shall not be entitled to deduct such amount from rent until and unless a court of competent jurisdiction determines that Tenant's offset against rent is in compliance with this Paragraph.

SECTION 40. CONSENT:

In all cases where consent or approval shall be required of either Tenant or Landlord in the Lease, the giving of such consent shall not be unreasonably withheld or delayed by the party from whom such consent is required.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

TENANT
City of Long Beach
DATE 2/24/2020
BY Rebecca H. Garner
NAME _____ EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

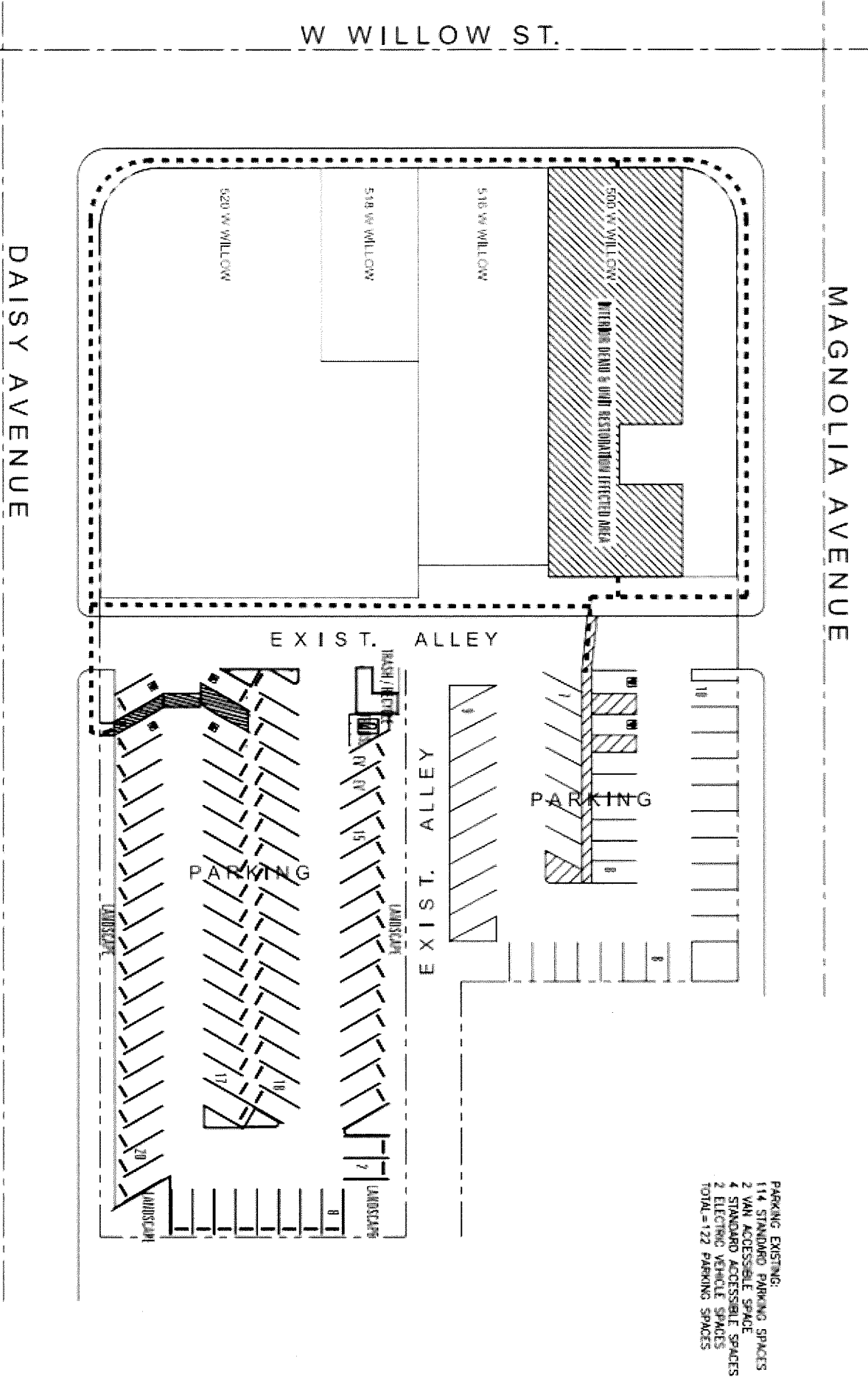
LANDLORD
Platinum Capital, Inc.
DATE 2/10/2020
BY David Garoff
520 W Willow Street
Long Beach, CA 908060
310-639-7130

DK Landlord Initials
RGG Tenant Initials

APPROVED AS TO FORM
2020 2020
CHARLES PARKIN, City Attorney
By [Signature]
RICHARD ANTHONY
DEPUTY CITY ATTORNEY

COMMERCIAL LEASE AGREEMENT

EXHIBIT A
SITE PLAN



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EXHIBIT B
LANDLORD'S WORK

Landlord, at Landlord's sole cost and expense, shall provide the following improvements to the Building, if applicable ("Building Improvement Work"), according to the agreed upon floor plan:

- a) Hazardous Material Removal;
- b) Seismic Retrofit;
- c) Building Systems Improvement, Fire Alarm, Emergency Lighting, HVAC, Electrical, Plumbing, and Seismic Bracing;
- d) Accessible Path of Travel (Handicap Ramp, Hardware, Restrooms, etc.);
- e) Installing Handicapped Restrooms (Men's & Women's).

Landlord shall comply with the California Labor Code Section 1720 regarding the payment of prevailing wages for the Tenant Improvements described herein.

LANDLORD'S IMPROVEMENT LETTER

The parties hereby agree as follows:

1. Plans and Specifications.


1.1 Initial Space Plans. Tenant agrees to cooperate in good faith with Landlord, and Landlord's space planner (or Tenant's space planner may be used if approved in advance by Landlord), who shall prepare detailed space plans (and Construction Documents, if required) for the Premises which shall include the location of doors and partitions ("Space Plans"). If required to expedite Lease negotiations, Landlord may elect to prepare a Pricing Plan which will add to the standard Space Plan the following: electrical and telephone outlets, plumbing fixtures, cabinetry, special HVAC requirements, finishes, heavy floor loads and other special requirements.


1.2 Pricing Plan. Landlord and Tenant each have approved or shall approve within five (5) working days of the execution of the Lease those certain Plans (Space Plan or Pricing Plan) and Specifications attached hereto as Schedule 1 ("Pricing Plan"), containing the program and specifications and quantities for the Tenant Work as defined in Section 2.1. The Pricing Plan shall constitute the basis for preparing Construction Documents, if required, or establishing the quantity, quality and scope of Tenant Work to be provided.

1.3 Construction Documents. Tenant, Landlord, and Landlord's space planner, and engineers shall coordinate with each other in completing the development of all plans and specifications supplemental to and consistent with the Pricing Plan and necessary for the construction of the Tenant Work ("Construction Documents"). Construction Documents will be subject to the approval of Landlord and Tenant, such approval not to be unreasonably withheld. Tenant agrees to complete review of any plans or specifications prepared and submitted by Landlord's space planner or engineer within two (2) days of receipt by Tenant. If Tenant does not complete such review pursuant to this section any delay or increased cost resulting shall be the responsibility of Tenant (and shall be considered a Tenant Delay under Section 4). Tenant may disapprove the Pricing Plan one time for each phase without having delayed Landlord's space planner as described in Section 4 below. The Construction Documents may be disapproved one time for each phase as it relates to areas of construction or design which were not shown as part of the approval Space Plan or Pricing Plan, such as lighting; or do not accurately reflect the approved Space Plan or Pricing Plan. Any other changes to the Construction Documents after completion shall be considered a Tenant Delay. Any subsequent disapprovals shall be considered a delay.

1.4 Substitutions by Landlord. Landlord shall have the right during the course of Landlord's review and approval of the Construction Documents and during the course of construction to request reasonable substitutions of particular materials if Landlord reasonably determines that the procurement of such materials or construction of portions of the Tenant Work specified in the Construction Documents will cause delay in the originally estimated Commencement Date or any other unreasonable or unusual delay; provided however, that such substitutions shall not reduce the quality, quantity or scope of the work contemplated by the Pricing Plan or Construction Documents and shall be subject to Tenant's approval, which shall not be unreasonably withheld. If Tenant does not approve Landlord's substitutions within two (2) days of Landlord's notice of such substitutions to Tenant, any delay or increased cost resulting from the procurement of materials or construction of such Tenant Work for which no substitutions has been made shall be the responsibility of Tenant (and shall be considered a Tenant Delay under Section 4) and Tenant shall pay any and all costs and expenses incurred by Landlord in connection with any delay in the commencement or completion of the Tenant Work described in this Improvement Letter and any increase in the cost of Tenant Work caused by the procurement of such materials.

1.5 Design and Engineering. Subject to Section 3.1, all architectural and engineering required by the Construction Documents shall be provided by Landlord or Landlord's or Tenant's architects or engineers at Landlord's expense which costs shall be a part of the Tenant Work Allowance (defined below). Tenant shall be solely responsible for determining that the architectural and engineering of the Tenant Work are acceptable for Tenant's occupancy of the Premises including the general


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adequacy and placement of partitions, doors, electrical outlets, lighting, finishes, and similar aspects of the design and engineering.

2. **Construction.**

2.1 **Construction of and Payment for Tenant Work.** All improvements required by the Construction Documents shall be called "Tenant Work." Subject to Section 1.3, Section 2.2, Section 2.3 and Section 3, the cost of all Tenant Work shall be borne by Landlord ("Tenant Work Allowance"). The "cost of all Tenant Work" shall include any and all costs and expenses of the Tenant Work, including, without limitation, the cost of the Final Plans, the mechanical, engineering and space planning costs with respect to the Tenant Work, any construction, supervision and/or management fees incurred by Landlord in connection with the Tenant Work, all fees for permits, licenses and approvals, any costs triggered by the performance of Tenant's Work which are required by any applicable governmental codes, rules, regulations or ordinances and the cost of all labor (including overtime) and materials constituting the Tenant Work. Tenant shall be responsible for all costs in excess of the Tenant Work Allowance. In the event the Tenant Work Allowance exceeds the cost of all Tenant Work, Tenant shall not be entitled to any credit, abatement or payment from Landlord. The Tenant Work shall be constructed by Landlord's contractors. Tenant shall be solely responsible for the design, function and maintenance of all Tenant Work, except as specifically provided otherwise in the Lease. The costs incurred to modify the Fire Life Safety system within the Premises or install additional fire alarms and sprinkler heads are a part of the Tenant Work Allowance.

2.2 **Phone and Data Systems.** Design and installation of wiring and equipment for phone and computer network data systems shall be the responsibility of Tenant and will be performed by Tenant or Tenant's system contractors ("Tenant's System Contractors") at Tenant's sole cost and expense (not including installation of supporting boxes and conduit stubs called for in the Construction Documents which work and expense remains the responsibility of Landlord). Tenant or Tenant's System Contractors shall be allowed access to the Premises during the construction period to install wire and equipment provided that said work is coordinated ahead of time with Landlord's contractor, does not interfere with the substantial completion of Tenant's Work and provided that said work conforms with all necessary regulatory agency rules and regulations. Tenant shall at the end of the Lease Term, remove any such phone and data systems. If Tenant fails to remove such phone and data systems within ten (10) days from the termination or earlier expiration of the Lease Term, Landlord shall retain the phone and data systems.

2.3 **Permits.** Landlord or Landlord's representative, shall secure the approval of regulatory authorities and all permits required by regulatory authorities having jurisdiction over such approvals and permits for Tenant Work, with Tenant's cooperation to the extent practicable.

2.4 **Construction Commencement.** Following Landlord's receipt of the approvals set forth in Section 2.3, a contractor or contractors ("Tenant Work General Contractor") selected and employed by Landlord in its sole discretion shall commence and diligently proceed to construct and complete all Tenant Work, subject to delays which are beyond the reasonable control of Landlord or its contractor or contractors.

2.5 **Punch List.** On or before the date upon which Tenant occupies the Premises, Landlord shall cause the Tenant Work General Contractor to inspect the Premises with a representative of Tenant and complete a written punch list of unfinished items of Tenant Work prior to Tenant's moving into the Premises. Tenant's representative shall execute said punch list to indicate approval thereof, and if Tenant does not disapprove the punch list within two (2) days after receipt thereof, Tenant shall be deemed to have approved the same. Landlord shall diligently and in good faith cause the Tenant Work General Contractor to correct punch list items, provided however the correction of the punch list items shall not impact the Commencement Date of the Lease.

3. **Changes, Additions or Alterations.**

3.1 **Change Order.** If Tenant shall request any change, addition, deletion or alteration in the Construction Documents ("Change Order"), Landlord shall cause to have prepared and submitted to Tenant plans, specifications and cost estimates with respect to such Change Order for Tenant's approval, such approval not to be unreasonably withheld. Any such Change Order shall be subject to the provisions of Section 1.3 and shall be authorized only in writing by Tenant. Tenant shall promptly pay Landlord the additional cost, if any, of Tenant Work attributable to such Change Order, together with an administrative charge equal to the higher of (a) five percent (5%) of such additional cost resulting from such Change Order or (b) Landlord's expenses in administering such Change Order.

3.2 **Impact of Change Order.** Landlord shall, before proceeding with any Change Order which, in Landlord's good faith judgment, will change the cost of Tenant Work by more than \$1,000 or cause a delay in the completion thereof, submit to Tenant an estimate of the additional costs or savings involved and the period of time, if any, by which the change will affect the completion date for construction of Tenant Work. If Tenant fails to approve or disapprove such cost and delay estimate within two (2) days following receipt thereof, the same shall be deemed approved. If Tenant approves said estimate within said period, or is deemed to have approved said estimate, Landlord shall cause the approved Change Order to be made. The delay, if any, specified in the approved estimate by Landlord shall be considered a Tenant Delay under Section 4. Landlord shall promptly proceed with the Change Order as soon as reasonably practical after Tenant's approval of the foregoing estimate by Landlord provided that if any amount shall be payable by Tenant to Landlord pursuant to Section 3.1 on account of such Change Order, Landlord shall not be obligated to proceed with such Change Order until Landlord receives said payment.

4. **Delay.**

Tenant shall be responsible for, and pay any and all costs and expenses incurred by Landlord in connection with any actual delays in the Substantial Completion caused by (a) Tenant's failure to approve or disapprove Landlord's cost and/or delay estimates within the time periods required herein, (b) any changes, additions, deletions or alterations in the Tenant Work

OK Landlord
RGG Tenant
Initials

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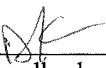
described in the Construction Documents which were requested by Tenant, (c) delays in the schedule of construction of the Premises caused by Tenant's failure to approve or disapprove Landlord's substitutions in Section 1.3 within the time periods required therein, and (d) any other delay requested or caused by Tenant. The foregoing delays are referred to herein and in the Lease as "Tenant Delays." Furthermore, in the event of any delays in the Substantial Completion of the Tenant's Work as a result of any Tenant Delays, then regardless of the actual date of the Substantial Completion of the Tenant's Work (and notwithstanding anything to the contrary set forth in this Work Letter or in the Lease), the date of Substantial Completion shall be deemed to be the date that Substantial Completion would have occurred if no Tenant Delay had occurred.

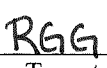
5. Default.

Any default by Tenant (after notice and opportunity to cure as set forth in the Lease) under the terms of this Improvement Letter shall constitute a default under the Lease to which this Improvement Letter is attached, and shall entitle Landlord to exercise all remedies set forth in the Lease.

6. Reasonable Diligence.

Both Landlord and Tenant agree to use reasonable diligence in performing all of their respective obligations and duties under this Improvement Letter and in proceeding with the construction and completion of Tenant Work.

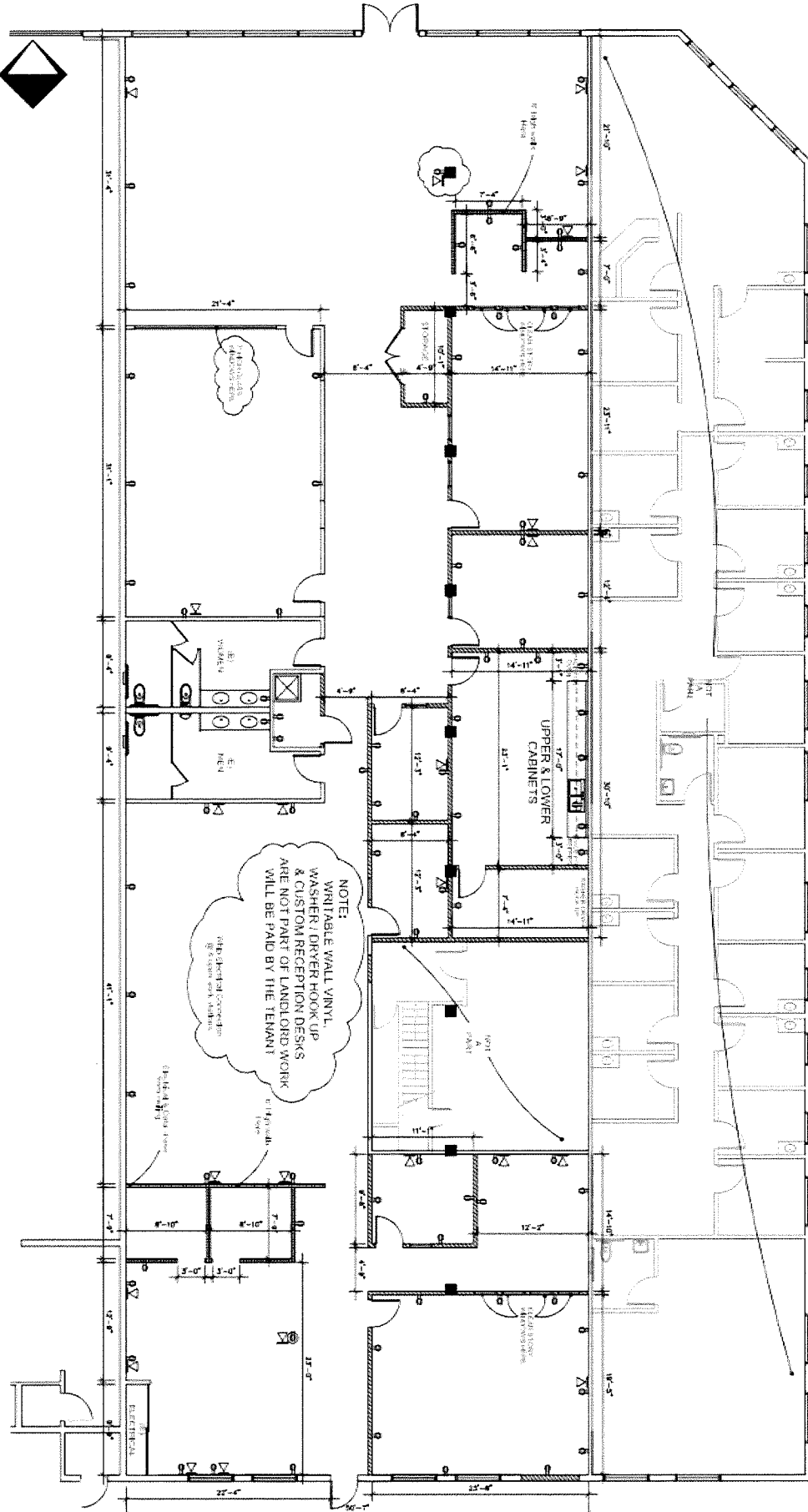

Landlord


Tenant

Initials

COMMERCIAL LEASE AGREEMENT

WILLOW



MAGNOLIA

WESTLAND

Architectural Division
5201 W. Willow Street, L.B., CA 90606
(310) 639-7130 Fax (310) 635-7008

7,472 sf

500 W Willow - Long Beach, CA

Proposed Wall & Data Plan

Scale: 3/16" = 1'-0"

2/04/2020 DS

- EXISTING WALLS
- NEW FLOOR
- NEW FLOOR FINISH
- NEW PARTITION WALLS
- NEW PARTITION WALLS
- OFFICE SCHEDULES
- NEW OUTLETS
- TELEPHONE
- FLOORS
- DATA

NOTE:
WRITABLE WALL VINYL
WASHER / DRYER HOOK UP
& CUSTOM RECEPTION DESKS
ARE NOT PART OF LANDLORD WORK
WILL BE PAID BY THE TENANT

DL
Landlord

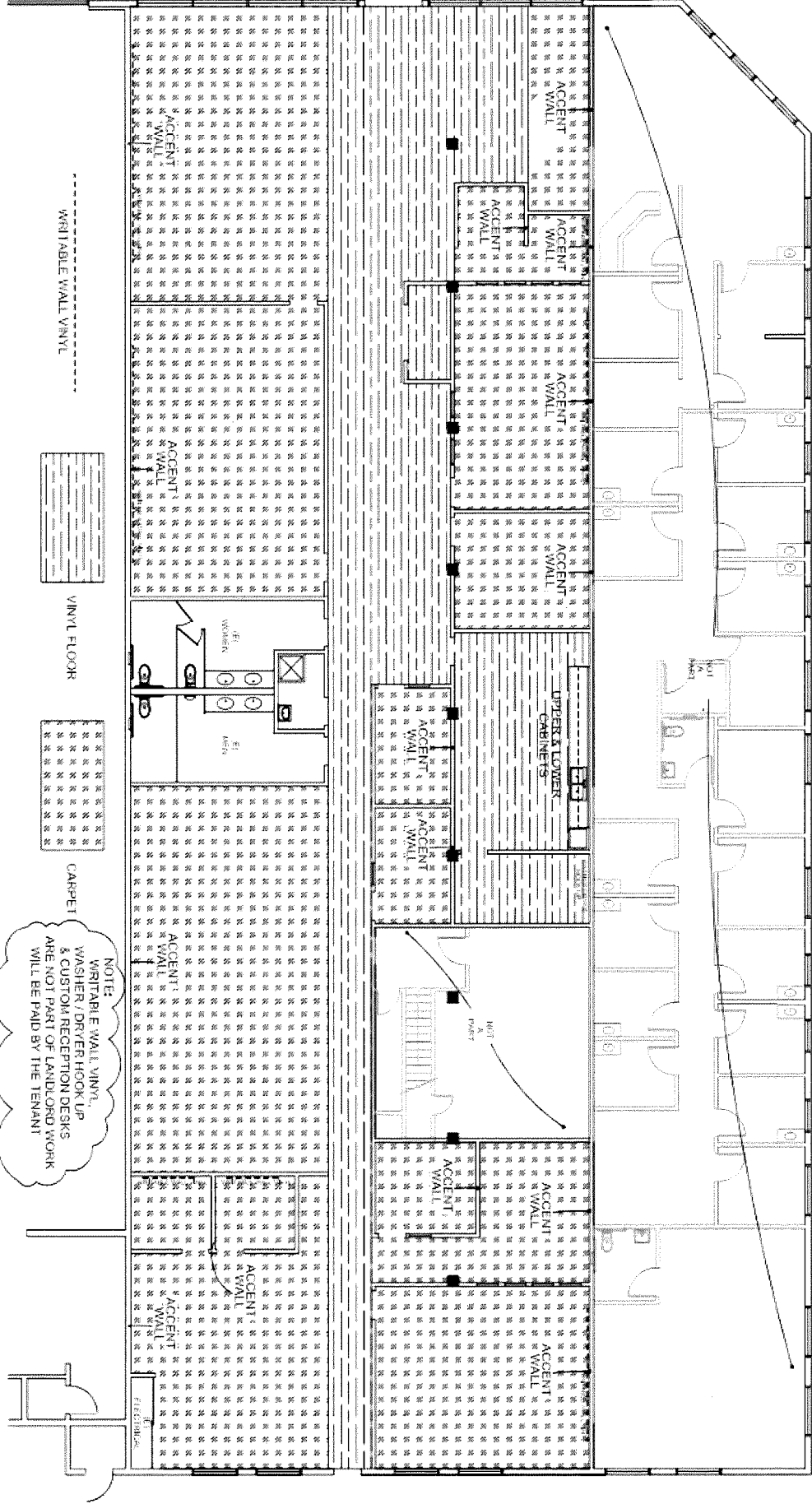
RGG
Tenant

Initials

WILLOW

MAGNOLIA

WESTLAND
 Architectural Division
 520 W. Willow Street, L.B., CA 92606
 (310) 635-7130 FAX (310) 635-7600



--- WRITABLE WALL VINYL



VINYL FLOOR



CARPET

7,472 sf

500 W Willow - Long Beach, CA

Proposed Flooring Plan & Accent Walls

NOTE: WRITABLE WALL VINYL, WASHER / DRYER HOOK UP & CUSTOM RECEPTION DESKS ARE NOT PART OF LANDLORD WORK WILL BE PAID BY THE TENANT

Scale: 3/16" = 1'-0"



2/04/2020 DS

DK
 Landlord

RGG
 Tenant

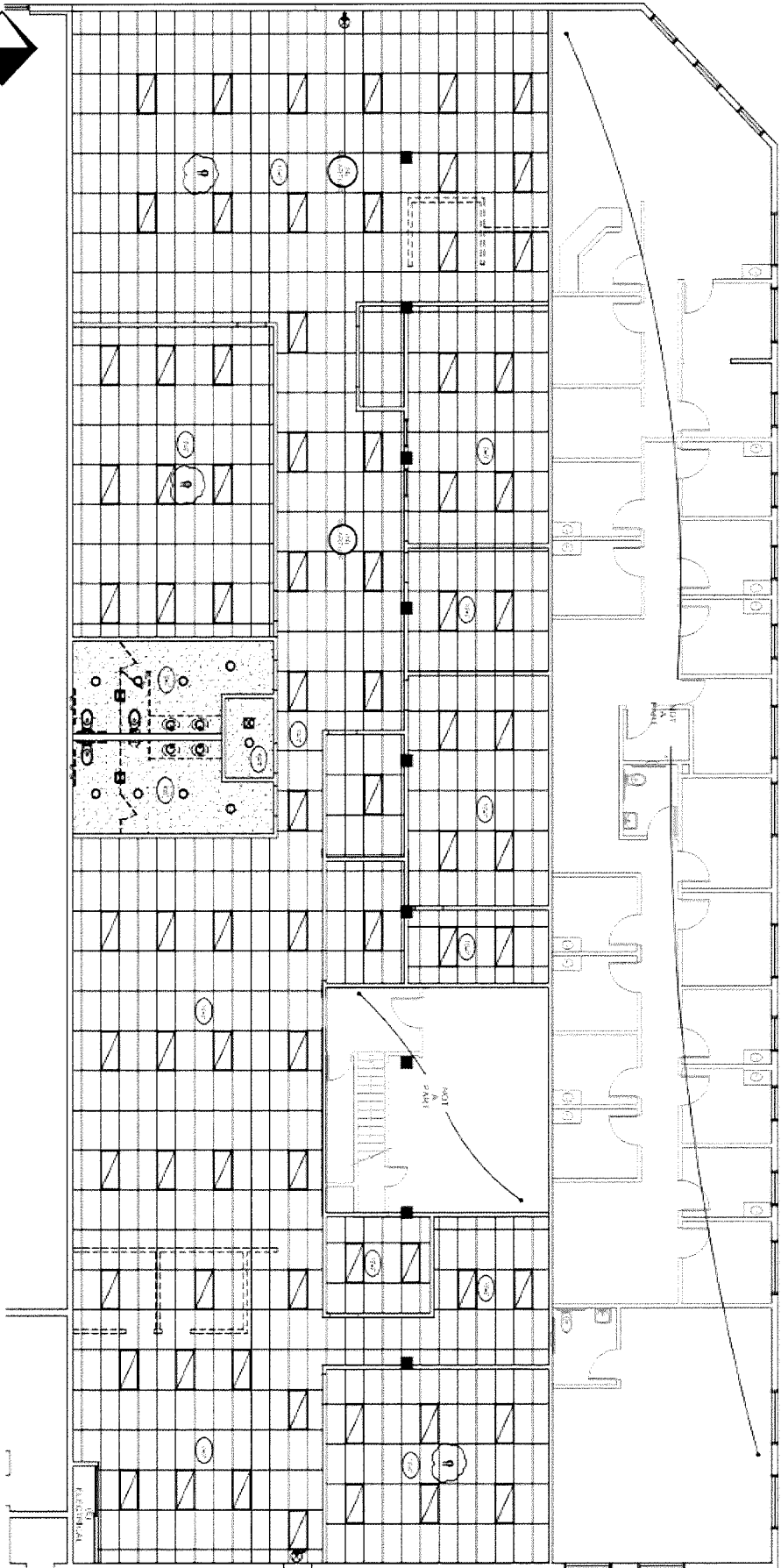
Initials

Architectural Division
 520 W. Willow Street, L.P., CA 90666
 (310) 835-7138 Fax (310) 835-7698

WESTLAND



WILLOW



MAGNOLIA

7,472 sf

500 W Willow - Long Beach, CA

Proposed Ceiling Plan

Scale: 3/16" = 1'-0"



2/05/2020 DS

- 241 GRID
- 241 LIGHTS
- EXIT SIGNS
- POINT OF FAN
- CAN LIGHTS
- SINKS
- MECHANICAL
- POWER FOR CEILING PROJECTORS WHICH WILL BE INSTALLED BELOW

NK
 Landlord

RGG
 Tenant

Initials