Fill in this information to identify the case:

Debtor 1 OCB Restaurant Company, LLC
Debtor 2
(Spouse, if filing)
United States Bankruptcy Court **Northern District of Texas**
Case number: **21-30726**

RECEIVED
AUG 23 2021
BMC GROUP

FILED
U.S. Bankruptcy Court
Northern District of Texas
8/19/2021
Robert . Colwell, Clerk

Official Form 410
Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. Who is the current creditor?

Nine Islands I, a California limited liability company

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. Has this claim been acquired from someone else?

☑ No
☐ Yes. From whom?

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
Nine Islands I, a California limited liability company	
Name	Name
c/o The Vieira Company Attn: Joseph Vieira, Manager 227 N. Santa Cruz Ave., Suite B LOS GATOS, CA 95030	
Contact phone 408-354-5817	Contact phone
Contact email jvieira@vieiraco.com	Contact email

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed?

☑ No
☐ Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☑ No
☐ Yes. Who made the earlier filing?

FRESH POC
00308

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?

☑ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim?

$ 455020.52

Does this amount include interest or other charges?
☑ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as healthcare information.

Commercial Lease Agreement

9. Is all or part of the claim secured?

☑ No
☐ Yes. The claim is secured by a lien on property.

Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410−A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $ _____

Amount of the claim that is secured: $ _____

Amount of the claim that is unsecured: $ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $ _____

Annual Interest Rate (when case was filed) _____ %

☐ Fixed
☐ Variable

10. Is this claim based on a lease?

☐ No
☑ Yes. **Amount necessary to cure any default as of the date of the petition.** $ 194653.27

11. Is this claim subject to a right of setoff?

☑ No
☐ Yes. Identify the property: _____

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**	☑ No ☐ Yes. *Check all that apply*:	**Amount entitled to priority**
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$
	☐ Up to $3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$
	☐ Wages, salaries, or commissions (up to $13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$
	☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$
	☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$
	☐ Other. Specify subsection of 11 U.S.C. § 507(a)(_) that applies	$

* Amounts are subject to adjustment on 4/1/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.

Check the appropriate box:

☐ I am the creditor.
☑ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 8/19/2021
MM / DD / YYYY

/s/ Joseph Vieira
Signature

Print the name of the person who is completing and signing this claim:

Name: Joseph Vieira
First name Middle name Last name

Title: Manager

Company: The Vieira Company
Identify the corporate servicer as the company if the authorized agent is a servicer

Address: 227 N. Santa Cruz Ave., Suite B
Number Street

Los Gatos, CA 95030
City State ZIP Code

Contact phone: Joseph Vieira Email: 408-354-5817

ATTACHMENT 1
Proof of Claim (Case No. 12-30726)
Debtor: OCB Restaurant Company, LLC
Creditor: Nine Islands I

Shopping Center Lease and First Amendment

SHOPPING CENTER LEASE
COUNTRYSIDE PLAZA, TURLOCK, CALIFORNIA

LEASE SUMMARY

This Shopping Center Lease ("Lease") is made as of December 31, 2019 ("Effective Date"), and the provisions set forth in the Lease Summary below are intended as an integral part of the Lease attached hereto.

1. LANDLORD: NINE ISLANDS I, LLC, a California limited liability company ("Landlord"). Landlord's Address: 227 N. Santa Cruz Ave, Suite B, Los Gatos, CA 95030

2. TENANT: OCB RESTAURANT COMPANY, LLC, a Minnesota limited liability company ("Tenant"). Tenant's Address: OCB Restaurant Company, LLC, Attention: Real Estate Department, 120 Chula Vista, San Antonio, TX 78232

3. PREMISES: That certain separate tax parcel of real property bearing Assessor's Parcel Number 088-016-003 consisting of approximately 1.95 acres of land ("Parcel") and an approximate 10,092 square foot building ("Building") situated on the Parcel located within the Countryside Plaza Shopping Center ("Shopping Center"), and as more set forth in Section 1.01. Except in the context of referring to either the Parcel or the Building separately, the Parcel together with the Building located on the Parcel are referred to as the "Premises".

4. PRIOR LEASE: It is acknowledged that Tenant's predecessor in interest (OCB Realty Co.) and Landlord's predecessor in interest (Countryside Meadows, Inc.) entered into a lease dated July 7, 1999 for the premises defined thereof ("Prior Lease") for a term of 20 years (commencing December 16, 1999 and ending December 31, 2019) and that Tenant (including predecessor in interest, OCB Realty Co.) has been in continuous possession of such premises from December 16, 1999 through the date of this Lease.

5. TENANT'S TRADE NAME: Hometown Buffet, Old Country Buffet, or any other name used by Tenant for its restaurants; except in instances of a permitted assignment or sublease, or upon the written consent of Landlord, which consent shall not be unreasonably withheld or unduly delayed.

6. PERMITTED USE OF PREMISES: Buffet-style restaurant and related uses, subject to the terms and condition of this Lease including, without limitation, Section 5.02. Landlord warrants and covenants that Tenant is the only party who leases the Premises and has the exclusive right to occupy the Premises and the use of the Premises for its business operation, or change to an alternate restaurant use subject to Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed.

7. TERM: Five (5) years commencing January 1, 2020 ("Commencement Date") through December 31, 2024 ("Termination Date"), together with two (2) consecutive options to extend of five (5) years ("First Option Period") and four (4) years ("Second Option Period"), subject to the provisions set forth in Section 2.03.

8. Rent Commencement Date: January 1, 2020

9. FIXED MINIMUM RENT: Beginning with the Commencement Date, and continuing thereafter for a period of sixty (60) months, Tenant shall pay Landlord as Fixed Minimum Rent the sum of $14,000 each month ($168,000 annually). Subject to provisions set forth in Section 2.03, the Fixed Minimum Rent during the First Option Period shall be $15,400 each month ($184,800 annually) and the Fixed Minimum Rent for the Second Option Period shall be $16,940 each month ($203,280 annually).

EACH REFERENCE IN THE LEASE TO ANY PROVISIONS CONTAINED IN THIS LEASE SUMMARY SHALL BE CONSTRUED TO INCORPORATE ALL OF THE TERMS PROVIDED UNDER EACH SUCH PROVISION

LANDLORD: Nine Islands, LLC	TENANT: OCB RESTAURANT COMPANY, LLC
By:	By:
Name: Joseph Vieira	Name: Peter Donbavand
Title: Manager	Title: Vice President

SHOPPING CENTER LEASE

This Lease is made and entered into between the parties referred to as Landlord and Tenant in the attached Lease Summary. The Lease Summary is hereby incorporated herein.

ARTICLE I - PREMISES

1.01 PREMISES DEFINED. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises within Landlord's Shopping Center as defined in the Lease Summary, and as generally depicted on Exhibit "A" hereto, and Premises generally depicted on Exhibit "A-1" (snapshot of assessor's map depicting the Premises with the APN ending "003") both of which Exhibits are attached hereto and made a part hereof, for the term, at the rental rates, and upon all the conditions and agreements set forth herein. Landlord and Tenant acknowledge and agree that the square footage referenced in Section 3 of the Lease Summary is the approximation of the size of the Premises as assessed by the tax assessor for Stanislaus County. Tenant further acknowledges that Tenant has been a tenant in possession of the premises defined in the Prior Lease during the entire term of the Prior Lease and that this Premises are suitable for Tenant's continued intended use and occupancy. Landlord's Shopping Center consists of two tracts of real property identified as Tract A and Tract B on Exhibit "A". Tract A is the tract of real property to the west of Countryside Drive and is subject to the Covenants, Conditions and Restrictions originally recorded October 14, 1994 and subsequent modifications pertaining thereto; that Ground Lease dated July 27, 1994, executed by Countryside Meadows, Inc. as lessor and Save Mart Supermarkets as lessee, as disclosed by a Memorandum of Lease and Declaration of Restrictions recorded August 12, 1994 and subsequent modifications pertaining thereto; and such other covenants of record pertaining to Tract A. Tract B is the tract of real property to the east of Countryside Drive and is subject to the Covenants, Conditions and Restrictions originally recorded August 14, 1992 and subsequent modifications pertaining thereto; and such other covenants of record pertaining to Tract B. The recorded documents referred to in the two preceding sentences are hereafter collectively referred to as the "Covenants of Record". To the extent applicable to the Premises, Tenant acknowledges and agrees this Lease is subject to all of the terms and provisions of the Covenants of Record and that, as between Landlord and Tenant, if this Lease contains any provisions inconsistent with the Covenants of Record, the provisions of the Covenants of Record shall be controlling. Tenant acknowledges receipt of an electronic copy of any applicable Covenants of Record. The description of the Shopping Center by Assessor Parcel Numbers as of the date of this Lease is attached hereto as Exhibit "B". The details of all tax parcels within the Shopping Center as of the date of this Lease is attached hereto as Exhibit "B-1". Tenant acknowledges that Landlord may make changes or modifications to the design of the Shopping Center excluding the Premises and to Exhibit "A".

ARTICLE II – TERM

2.01 TERM. The term of this Lease shall commence on the Commencement Date set forth in Section 7 of the Lease Summary and shall expire on the Termination Date set forth in Section 7 of the Lease Summary, and that Tenant's obligation to pay rent shall commence on the Commencement Date set forth in Section 7 of the Lease Summary

2.02 CONDITION OF PREMISES. Tenant accepts the Premises in their current condition existing under the Prior Lease, the suitability of the Premises for Tenant's continued use and occupancy, together with all other operational aspects including, without limitation, any licenses, permits, or other authorizations necessary to conduct Tenant's permitted use of the Premises. Notwithstanding the foregoing, it is agreed that Landlord shall, at Landlord's expense, paint the exterior of the building during the first calendar year of the term of this lease.

2.03 OPTIONS TO EXTEND.

(a) Subject to the provisions set forth herein, Landlord grants to Tenant two (2) consecutive options to extend the term of this Lease on the same terms, conditions, and provisions as contained in this Lease, except as otherwise provided herein including Fixed Minimum Rent specified in Section 9 of the Lease Summary. The First Option Period shall commence on January 1, 2025 ("First Option Commencement Date") and end December 31, 2029. The Second Option Period shall commence on January 1, 2030 ("Second Option Commencement Date") and end December 31, 2034. The First Option Commencement Date and the Second Option Commencement Date are, at times, collectively referred to as the "Option Commencement Date."

(b) Each of the two (2) options to extend shall be exercisable by written notice from Tenant to Landlord of Tenant's intent to exercise its election for each said option not earlier than the date which is twelve (12) months prior to the applicable Option Commencement Date nor later than the date which is six (6) months prior to the applicable Option Commencement Date (i.e., the timeframe to exercise the option is January 1, 2024 to June 30, 2024 for the First Option Period, and January 1, 2029 to June 30, 2029 for the Second Option Period), time being of the essence. If the Tenant fails to give written notice of Tenant's unconditional intent to exercise

its election within the timeframe specified above, the applicable option shall expire and Tenant shall have no further rights to exercise such option or options unless otherwise agreed by both parties.

(c) The options shall be not be deemed to be properly exercised if, as of the date Tenant delivers the written notice of intent to exercise in accordance with Section 2.03 (b) above, if (i) Tenant is in default under Article XII and fails to cure such default within applicable cure period of this Lease, or (ii) Tenant or is no longer in possession of the entire Premises, except for a permitted transfer under Section 9.02 of this Lease.

ARTICLE III - RENT

3.01 FIXED MINIMUM RENT. From and after the Commencement Date, for each lease year of the term, Tenant shall pay to Landlord the Fixed Minimum Rent set forth in the Lease Summary, payable in monthly installments as set forth in the Lease Summary. All Fixed Minimum Rent shall be paid in lawful money of the United States of America, in advance, on the first day of each calendar month, without demand, deduction or offset. The Fixed Minimum Rent for any fractional part of a calendar month at the beginning or end of the Lease term shall be a proportionate part of the Fixed Minimum Rent for a full calendar month based upon a thirty (30) day month. Payment shall be made to Landlord's address designated in the Lease Summary or at such place as may be designated from time to time by Landlord.

3.02 ADDITIONAL RENT. Every payment required to be made by Tenant pursuant to this Lease, other than Fixed Minimum Rent, and any other amounts, whether or not designated as Rent, shall be "Additional Rent" due Landlord hereunder, whether or not expressly designated as Additional Rent, and Tenant's failure to pay such Additional Rent to Landlord when due and beyond any cure period shall entitle Landlord to exercise all rights and remedies provided in the Lease for a default by Tenant.

ARTICLE IV - TAXES

4.01 REAL ESTATE TAXES.

(a) The term "Real Estate Taxes" shall include all taxes, levies, assessments and governmental charges levied upon or with respect to the real property and improvements within the Premises. The term "Real Estate Taxes" shall not include any franchise, estate, inheritance, succession, capital levy, transfer, income or excess profits tax imposed or net income taxes imposed upon Landlord or the Shopping Center, any and all possessory interest taxes, rental taxes, gross receipts taxes, and assessments, general and/or special taxes, or any improvement or special assessment district, with respect to the Shopping Center, including taxes imposed in connection with any special taxing district affecting the Shopping Center.

(b) Tenant shall pay to Landlord all real estate taxes as Additional Rent (as defined above) applicable to the Premises, including the improvements thereon. Tenant acknowledges that the Premises, as a separate legal parcel (APN: 088-016-003), is separately assessed with its own property tax statement (separate from other parcels within the Shopping Center), and that Tenant is responsible for and shall pay all of the real estate taxes assessed against the Premises. Landlord shall notify Tenant of the amount of the real estate taxes and Tenant shall pay Landlord an amount equal to the biannual installment due as specified on the tax bill from the Stanislaus County Tax Collector at least thirty (30) days prior to the delinquency date specified on the tax bill. Tenant further acknowledges that the current tax bill prepared by the Stanislaus County Tax Collector for fiscal year July 1, 2019 - June 30, 2020 is in the amount of $37,464.64 (first installment of $18,732.32 being delinquent after December 10, 2019 and second installment of $18,732.32 being delinquent after April 10, 2020).

If the Lease Term ends other than on the last day of an assessment period (e.g., if the lease ends on December 31, but there is a special assessment and the current year's installment is based on a July 1 to June 30 fiscal year), then the installments that are attributable to the year in which the Lease terminates will be prorated, and Tenant will be responsible for paying the portion of such installment that relates to the time period up to and including the last day of the Term of this Lease. Landlord warrants and represents to Tenant that, except as to any special assessments reflected in the 2019-2020 tax statements, neither the Shopping Center nor the Premises are subject to any other special assessments, and to Landlord's actual knowledge, there are no other special assessments are presently contemplated to come into effect against the Shopping Center or the Premises during the Term of this Lease.

4.02 OTHER TAXES. Tenant shall be responsible for and shall pay before delinquency all municipal, county or state taxes, levies and fees of every kind and nature, including, but not limited to, general or special assessments, assessed during the term of this Lease against any Tenant's personal property of any kind, in, upon or about the Premises or the conduct of Tenant's business at the Premises.

4.03 RIGHT TO CONTEST. Tenant will be permitted to contest any levy of Real Estate Taxes or any lien or other charge on the Premises claimed or asserted by any party other than Landlord, if a good faith dispute exists as to the amount or the obligation to pay. Tenant shall comply with applicable law, ordinance and rules regarding contesting Real Property Taxes, including the assessment appeals application procedures established by the Stanislaus County Assessment Appeals Board.

ARTICLE V - CONDUCT OF BUSINESS BY TENANT

5.01 USE OF PREMISES.

(a) Tenant shall use the Premises solely for the purposes and under the trade name specified in the Lease Summary and for no other purposes or under any other name whatsoever without the prior written consent of Landlord which shall not be unreasonably denied, withheld or conditioned. Tenant acknowledges that leases with other tenants in the Shopping Center prohibit certain uses and grant such tenants the exclusive right to certain uses. Accordingly, Tenant agrees that it shall not use or allow the Premises to be used for any prohibited or exclusive use as described in Exhibit E ("Exclusive Uses"). Tenant agrees and acknowledges that any violation of Exclusive Uses shall constitute grounds for eviction under California Code of Civil Procedure § 1161(3).

(b) Tenant shall continuously and without interruption during the term hereof conduct its business activity in the Premises during all business hours usual for Tenant's type of business, unless Tenant is prevented from doing so by strike, fire or other cause beyond Tenant's reasonable control, and except during reasonable periods for repairing, cleaning and decorating the Premises. Landlord warrants and covenants that Tenant is the only party which leases the Premise from Landlord in the Shopping Center and has the exclusive right to occupy and use the Premises for its business operation. Landlord shall indemnify Tenant for all costs and expenses, including reasonable attorney's fees and court costs incurred by Tenant in connection with any claim arising out of, resulting from, or in connection with Tenant's exclusive right to lease, use, occupy the Premises.

(c) Tenant shall employ its best judgment, best commercially reasonable efforts and abilities to operate the business conducted by it in the Premises in such manner as to produce as much as profitable volume of sales reasonably obtainable from the Premises and which shall use best commercially reasonable efforts to enhance the reputation and attractiveness of the Shopping Center.

(d) Tenant's Exclusivity. So long as this Lease has not been terminated and Tenant is operating from the Premises for the Permitted Use, Landlord shall not enter into a lease, consent to an assignment of lease nor consent to a sublease of any other portion of the Shopping Center for the permitted use and operation of a buffet-style restaurant, or a cafeteria or cafeteria-style restaurant, ("Tenant's Exclusive Use").

In the event Landlord enters into a lease, consents to an assignment of lease, or consents to a sublease of any portion of the Shopping Center that expressly permits a use in violation of the Tenant's Exclusive Use, Tenant shall be afforded all rights and remedies available under California law . All current existing Tenants and uses are allowed and not in violation of this provision.

In the event Tenant reasonably determines that any tenant, assignee tenant, or subtenant of the Shopping Center uses or operates a business in a manner that exceeds the permitted use granted under their respective lease, and such use or operation violates the Tenant's Exclusive Use, Tenant shall notify Landlord in writing specifying the name of the tenant/subtenant, and the basis for Tenant's determination of a violation of the Tenant's Exclusive Use. Within thirty (30) days of receipt of the notice from Tenant, Landlord shall investigate and make a good faith determination as to any asserted violation of the Tenant's Exclusive Use. In the event Landlord's investigation results in a good faith determination that a tenant/subtenant is using and operating a portion of the Shopping Center in a manner that violates Tenant's Exclusive Use, Landlord shall have the option to either: (i) pursue legal action against the violating tenant/subtenant in accordance with the underlying lease documents; or (ii) assign to Tenant the right to pursue legal action against the violating tenant/subtenant in accordance with the underlying lease documents. The preceding sentence does not apply if the Landlord has entered into a lease, consented to an assignment of the lease, or consented to a sublease in which the permitted use violates the Tenant's Exclusive Use (in which case, Tenant shall be afforded all rights and remedies as set forth in the second sentence of this subsection (d)).

5.02 RESTRICTIONS ON USE.

(a) Tenant further covenants and agrees (i) not to suffer, permit or commit any waste, nor to allow, suffer or permit any odors other than food odors, vapors, water, vibrations, or excessive noises to emanate from the Premises, (ii) not to allow, suffer or permit the Premises or any use thereof to constitute a nuisance or to unreasonably interfere with the safety, comfort or enjoyment of the Shopping Center by Landlord, any other tenants or their respective employees, customers, invitees or any others lawfully in or upon the Shopping Center, (iii) not obstruct the sidewalks adjacent to the Premises (front and rear), vestibule areas outside of

Tenant's doors, or any portion of the Common Area with merchandise of any kind (for sale or otherwise) or other items including without limitation boxes, trash, or other debris, and (iv) not obstruct or interfere with the lawful and free use of the Common Area (including without limitation, walkways and parking areas) by other tenants or their respective employees, customers, invitees or any others lawfully in or upon the Shopping Center.

(b) At Tenant's sole cost, Tenant shall comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements relating to the use of the Premises, including, without limitation, the applicable provisions of the Covenants of Record. At Tenant's sole cost, Tenant will promptly comply with all provisions of the Americans with Disabilities Act relating to the condition, use, or occupancy of the Premises.

(c) Tenant shall comply at all times with such Rules and Regulations, attached hereto as Exhibit F and incorporated herein, and such amendments and modifications thereof and additions thereto as Landlord may from time to time reasonably adopt upon prior written notice to Tenant for the safety, care and cleanliness of the Shopping Center. Landlord shall not be liable to Tenant for the failure of any tenant or other person to comply with such Rules and Regulations.

(d) Tenant shall not use the Premises or any part thereof for any purpose other than the Permitted Use which will increase the existing rate of insurance upon the Premises or the Shopping Center or cause the cancellation of any insurance policy covering the Premises or the Shopping Center, nor shall Tenant sell or permit to be kept, used or sold in or about the Premises any article which may be prohibited by standard fire insurance policies.

5.03 HAZARDOUS SUBSTANCES.

(a) Tenant covenants and agrees that it will not use, keep or suffer to be kept, or generate or store any hazardous substances, pollutants or contaminants (collectively "Hazardous Substances") in, upon or about the Premises other than De Minimis Amounts, unless performed in compliance in all material respects with all environmental laws and any other applicable local, state and federal statutes, orders, ordinances, rules and regulations. Tenant shall indemnify Landlord for all costs and expenses, including reasonable attorney's fees and court costs incurred by Landlord in connection with any claim or suit for damages or injuries resulting from any Hazardous Substances used, kept generated or stored by Tenant on the Premises other than De Minimis Amounts or to correct any violation of this covenant, or to remove, neutralize or render harmless any Hazardous Substance, or to comply with the requirements of any regulatory body having jurisdiction over hazardous substances, or to contest the actions of any such regulatory body with respect to the Premises. Tenant's indemnity obligation hereunder shall survive the expiration or earlier termination of this Lease.

(b) For the purpose of this Lease, "De Minimis Amounts" means, with respect to any given level of Hazardous Substances, that level or quantity of Hazardous Substances in any form or combination of forms, the use, storage or release of which does not constitute a violation of, or require regulation or remediation under, any environmental laws and is customarily employed in the ordinary course of, or associated with, similar business located in the states in which the relevant Premises is located.

5.05 ADDITIONAL RESTRICTION. Landlord hereby agrees and acknowledge that Tenant has the Landlord shall not permit the construction of additional leasable area within Protected Parking Area at the Shopping Center as shown on Exhibit A-1. Landlord agrees that the Protected Parking Area will remain as Common Area for parking.

ARTICLE VI - MAINTENANCE, REPAIRS AND ALTERATIONS

6.01 MAINTENANCE AND REPAIRS. Subject to the provisions of Article VIII hereof, Tenant shall during the term of this Lease reasonably keep him the Premises and every part thereof, including, without limiting the generality of the foregoing, all plumbing, heating, air conditioning, ventilating, electrical and lighting facilities and equipment, fixtures, walls, wall coverings and paint, ceilings, roof, floors, and floor coverings, windows, doors, plate glass, showcases, skylights, and entrances at all times in a neat, clean, safe and sanitary condition, reasonably keep in a good state of repair, reasonable tear and wear excepted.

6.02 ALTERATIONS, ADDITIONS AND FIXTURES.

(a) Tenant shall not, without the prior written consent of Landlord, which shall not be unreasonably withheld, delayed, or conditioned, make any alterations, improvements, remodeling or additions ("Alterations") to either the interior or exterior of the Premises which involve structural changes or which cost in the aggregate in excess of One Hundred Thousand Dollars (US$100,000.00). Any

alterations approved by Landlord in writing shall be performed by Tenant in accordance with all laws, rules and regulations of all governmental authorities having jurisdiction over the Premises ("Governmental Requirements").

(b) All alterations, improvements, remodeling, additions, or fixtures, (other than Tenant's trade fixtures not permanently affixed to the Premises), which may be made or installed in the Premises and which are attached to the floor, wall or ceiling of the Premises, and any floor covering which is cemented or otherwise affixed to the floor of the Premises, shall at the option of Landlord upon termination of this Lease become the property of Landlord and remain upon and be surrendered with the Premises.

(c) As additional security for the faithful performance by Tenant of all of the terms, covenants, and conditions of this Lease by Tenant to be kept and performed during the term hereof, Tenant hereby grants to Landlord a security interest in all of Tenant's fixtures, machinery, equipment, furniture, furnishings ("FFE"), and the proceeds of such FFE presently or hereafter owned by Tenant and located at the Premises and all after-acquired property of the same class and description. However, while Tenant is not in default in the payment of rent or any of its obligations beyond any applicable cure period under this Lease, it may trade in or replace any of said items free of this security interest and the security interest shall then apply to the newly acquired items. Upon the default in performance of any of the obligations of Tenant beyond any applicable cure period as provided in this Lease, Landlord shall immediately have the remedies of a secured party under the Uniform Commercial Code. Notwithstanding the foregoing, Landlord's lien and security interest created under this Section against the FFE are and shall be subordinate to the liens and security interest created by Tenant's lenders against Tenant and its FFE in connection with the loan for its business operation.

(d) In the event any alterations are required to the Premises by Governmental Requirements by reason of the type or nature of Tenant's business, all such alterations shall be made at Tenant's sole expense.

6.03 CLEANLINESS; WASTE AND NUISANCE.

(a) Tenant shall keep the Premises at all times in a neat, clean and sanitary condition, shall neither commit nor permit any waste or nuisance thereon and shall keep the walks adjacent thereto free from waste and debris. All trash and other debris shall at all times be wrapped and maintained in fully covered containers and odor and insect free.

(b) All references in this Lease to "Mold" include any mold, mildew, fungus, mushrooms, yeast or microbial growths containing mycotoxins, including but not limited to stachbotrys, penicillium, nemnoniella, alternevia, cladosporium and aspergillus. Because Mold spores are present essentially everywhere and Mold can grow in almost any moist location, Tenant acknowledges the necessity of adopting and enforcing good housekeeping practices, ventilation and vigilant moisture control within the Premises (particularly in kitchen areas, janitorial closets, bathrooms, in and around water fountains and other plumbing facilities and fixtures, break rooms, in and around outside walls, and in and around HVAC systems and associated drains) for the prevention of Mold ("Mold Prevention Practices"). Tenant will, at its sole cost and expense, keep and maintain the Premises in good order and condition in accordance with the Mold Prevention Practices and acknowledges that the control of moisture and prevention of Mold within the Premises are integral to its obligations under this Lease. Tenant will, at its sole cost and expense, (a) regularly monitor the Premises for the presence of Mold and any conditions that reasonably can be expected to give rise or be attributed to Mold including, but not limited to, observed or suspected instances of water damage, condensation, seepage, leaks or any other water penetration, Mold growth or any notice from a governmental agency of complaints regarding the indoor air quality at the Premises ("Mold Conditions"); and (b) immediately notify Landlord in writing if it observes, suspects or has reason to believe Mold or Mold Conditions exist at the Premises. In the event of suspected Mold or Mold Conditions at the Premises, Landlord may cause an inspection of the Premises to be conducted to determine if Mold or Mold Conditions are present. If Mold or Mold Conditions are determined by inspection result to be present in the Premises, Tenant will promptly cause the Mold and/or Mold Conditions to be remediated and Tenant will bear all of the reasonable costs of Landlord's inspections, including additional inspections to verify that the remediation has been completed to Landlord's reasonable satisfaction. Tenant hereby releases and relieves Landlord from any and all liability for bodily injury or damage to property and hereby waives any and all claims against Landlord related to or allegedly caused by Mold and/or Mold Conditions in or on the Premises. The provisions of this Section 6.03 shall survive the expiration or earlier termination of this Lease.

ARTICLE VII - INSURANCE; INDEMNITY

7.01 TENANT'S LIABILITY INSURANCE.

(a) Tenant shall, at all times during the term hereof, at Tenant's expense, maintain in effect workers' compensation insurance covering all of Tenant's employees required to be so covered by applicable governmental authorities having jurisdiction over the Premises.

(b) Tenant shall at all times during the term hereof, at Tenant's expense, maintain in effect (i) commercial general liability policy or policies of insurance covering bodily injury, personal injury, property damage, and contractual liability (applicable to this Lease) based upon or arising out of conduct and acts of Tenant, its employees, agents, representatives and guests on or about the Premises (including, without limitation, sprinkler damage, vandalism and malicious mischief damage, and plate glass damage) on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence; (ii) in the event Tenant elects to serve beer, wine, or other alcoholic beverages at the Premises, a policy of liquor liability insurance with liability limits consistent with industry standards but in no event less than $1,000,000; and (iii) to the extent not otherwise covered by the insurance requirements under this Section 7.01, insurance covering Tenant's property, furniture, fixtures, and equipment on an actual cash value replacement basis. In no event shall the limits of said policies be considered as limiting the liability of Tenant under this Lease, and to the extent such insurance is inadequate as to coverage or limits, Tenant shall be deemed a self-insurer ("Tenant's Insurance").

(c) Tenant shall, at all times during the term hereof, pay for Tenant's Proportionate Share of policies of insurance maintained by Landlord covering the Shopping Center which is not insured and covered by Tenant's Insurance under this Lease including (i) fire and extended coverage insurance (excluding earthquake insurance), on all buildings and improvements located on the Shopping Center including the Premises; (ii) commercial general liability policy or policies; and (iii) such other policies as Landlord reasonably determines necessary and in accordance with custom and practice for insurance programs for similar retail properties("Landlord's Insurance"). For purposes of this Lease, " Tenant's Proportionate Share" of Landlord's Insurance is determined by multiplying total Landlord's Insurance expenses by a fraction, the numerator of which is 10,092 square feet and the denominator of which is the total square footage of the buildings in the Shopping Center that participates in that insurance pool.

(d) If Tenant fails to perform its obligations under this Section 7.01 (a) and (b), Landlord may at its option, but shall not be required to, obtain such insurance and the cost thereof shall become due and payable as Additional Rent by Tenant to Landlord. In the event Tenant shall fail for any reason to maintain such insurance required by this Section 7.01 (a) and (b) and fails to cure within applicable cure period, Tenant shall be deemed to be in default under this Lease and shall further be fully responsible for the prompt payment of any claim that would have been insured against under any such policy not maintained by Tenant as if Tenant was a self-insurer.

7.02 LANDLORD'S INSURANCE. Landlord agrees to purchase in advance, and to carry (or cause to be carried) in full force and effect during the Term hereof and any extension thereof, at its sole expense the following insurance:

(a) Property insurance against loss by fire and other hazards covered by the so-called "all risk" or "special form" casualty policy covering the Shopping Center including all buildings, on a replacement cost basis and in an amount sufficient to avoid application of any co-insurance clause.

(b) Commercial general liability insurance or policies of insurance covering bodily injury, personal injury, property damage, and contractual liability (applicable to this Lease) covering the Common Areas of the Shopping Center, in a combined single limit amount of not less than Two Million and No/100 Dollars ($2,000,000.00).

Landlord shall furnish to Tenant a statement or other documentation supporting the cost of Insurance premiums for the Landlord required policies within ninety (90) days after the end of each calendar year of this Lease.

7.03 GENERAL CONDITIONS - ALL TENANT AND LANDLORD MAINTAINED INSURANCE POLICIES.

(a) All insurance policies maintained by Tenant and/or Landlord shall be issued by an insurance company or companies approved by Landlord, licensed to do business in California and having a financial rating of Class A-X or better as rated in the most current available "Best's Key Rating Guide."

(b) Copies of polices of such insurance or certificates evidencing such insurance in form satisfactory to Landlord or Tenant (As case may be) shall be delivered to Landlord by Tenant or Tenant by Landlord (as case may be) prior to commencement of the term hereof.

(c) No such policy shall be subject to cancellation, non-renewal, termination or material change except after thirty (30) days prior written notice to the other party.

(d) All such insurance shall be stated to be primary and non-contributing with any insurance maintained by Landlord and/or Tenant.

(e) Insurance policy maintained by Tenant under Section 7.01 (b) shall name as additional insured Landlord and any party designated by Landlord as having an insurable interest in the Premises. Insurance policy maintained by Landlord under Section 7.03 shall name Tenant and its affiliates as additional insured.

(f) Each Tenant's policy shall contain a waiver of subrogation clause satisfactory to Landlord. Each Landlord's policy shall include a waiver of subrogation against Tenant.

(g) No policy maintained by either party under this Lease shall be considered as limiting the liability of such party under this Lease, and to the extent such insurance is inadequate as to coverage or limits, such party shall be deemed a self-insurer.

(h) No policy required to be maintained by Tenant under this Section shall have a deductible in excess of $25,000.00 without Landlord's prior written consent.

7.03 WAIVER. Each party hereby waive any and all rights of recovery against the other party or the officers, employees, agents, representatives, and visitors of the other party for loss or damage to it or any person claiming through Tenant or to its property or the property of others under its control, arising from any cause required to be insured against or premiums for which are paid by Tenant under this Lease.

7.04 INDEMNITY

(a) Indemnity by Tenant. Tenant shall indemnify and hold harmless Landlord and Landlord's principals, agents and employees from and against any and all claims arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work or other things done, permitted or suffered by Tenant in or about the Premises except Landlord's gross negligence or willful misconduct (collectively "Tenant Indemnified Causes"), and shall further indemnify and hold harmless Landlord and Landlord's principals, agents or employees from and against any and all claims arising from Tenant Indemnified Causes, and from all reasonable costs, attorneys' fees, and liabilities incurred in or from the defense of any Tenant Indemnified Causes brought thereon and in case any action or proceeding brought against Landlord or Landlord's principals, agents or employees by reason of such claim, Tenant upon notice from Landlord, shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord.

(b) Indemnity by Landlord. Landlord shall indemnify and hold harmless Tenant and Tenant's principals, agents and employees from and against any and all claims arising from Landlord's management, control, and operation of the Shopping Center except Tenant's gross negligence or willful misconduct (collectively "Landlord Indemnified Causes"), and shall further indemnify and hold harmless Tenant and Tenant's principals, agents or employees from and against any and all claims arising from Landlord Indemnified Causes, and from all reasonable costs, attorneys' fees, and liabilities incurred in or from the defense of any Landlord Indemnified Causes brought thereon and in case any action or proceeding brought against Tenant or Tenant's principals, agents or employees by reason of such claim, Landlord upon notice from Tenant, shall defend the same at Landlord's expense by counsel reasonably satisfactory to Tenant.

The indemnity provisions contained herein shall survive the expiration of this Lease.

7.05 EXEMPTION OF LANDLORD. Except as expressly permitted or stated otherwise under this Lease, Landlord shall under no circumstances be liable for Tenant's loss of income or profit as a result of the Premises or any part thereof shall be damaged or destroyed by fire or other casualty of any kind or nature.

ARTICLE VIII - DAMAGE AND RESTORATION

8.01 MINOR INSURED DAMAGE OF PREMISES. Subject to the provisions of Sections 8.02 and 8.03, if at any time during the term hereof, the Premises are damaged which do not thereby render the Premises untenantable in whole or in part and such damage is caused by an insured casualty, then Landlord shall promptly upon receipt of insurance proceeds repair such damage, and this Lease shall continue in full force and effect, unless such damage is caused by Tenant's negligent or willful act or omission, in which event Tenant shall promptly repair such damage which is not covered by Landlord's Insurance, at Tenant's expense. If Landlord shall not have completed such repairs within one hundred eighty (180) days after the occurrence of such fire or other casualty, then Tenant shall have the right to terminate this Lease by delivering notice thereof to Landlord prior to such completion.

8.02 UNINSURED DAMAGE OR SUBSTANTIAL INSURED DAMAGE OF PREMISES. Subject to the provisions of Section 8.03, if at any time during the term hereof, the Premises are damaged by an insured casualty and such damage is "Substantial," as that term is defined in Section 8.07, or regardless of whether or not such damage is Substantial as so defined, such damage is caused by a casualty not insured against by Landlord, then Landlord may, at its option, either (a) repair such damage and restore the Premises at Landlord's expense, in which event this Lease shall continue in full force and effect, or (b) cancel and terminate this Lease as of the date of such damage, unless such damage is caused by Tenant's negligent or willful act or omission, in which event Tenant shall promptly repair such damage which is not covered by Landlord's Insurance, at Tenant's expense. If Landlord shall not have completed such repairs within one hundred eighty (180) days after the occurrence of such fire or other casualty, then Tenant shall have the right to terminate this Lease by delivering notice thereof to Landlord prior to such completion.

8.03 DAMAGE NEAR END OF TERM. Notwithstanding anything to the contrary contained in this Article VIII, if the Premises are destroyed or damaged during the last two (2) years of the primary term of this Lease, or any extension thereof, either party may at its option cancel and terminate this Lease as of the date of occurrence of such damage by giving written notice to the other party of its election to do so within (30) days after the date of occurrence of such damage.

8.04 MINOR INSURED DAMAGE OF SHOPPING CENTER. Subject to the provisions of Sections 8.05, if at any time during the term hereof, the Shopping Center is damaged which do not thereby render the Premises untenantable in whole or in part and such damage is caused by an insured casualty, then Landlord shall promptly upon receipt of insurance proceeds repair such damage, and this Lease shall continue in full force and effect. If Landlord shall not have completed such repairs within one hundred eighty (180) days after the occurrence of such fire or other casualty, then Tenant shall have the right to terminate this Lease by delivering notice thereof to Landlord prior to such completion.

8.05 UNINSURED DAMAGE OR SUBSTANTIAL INSURED DAMAGE OF SHOPPING CENTER. Subject to the provisions of Section 8.03, if at any time during the term hereof, the Shopping Center is damaged by an insured casualty and such damage is "Substantial," as that term is defined in Section 8.07, or regardless of whether or not such damage is Substantial as so defined, such damage is caused by a casualty not insured against by Landlord, then Landlord may, at its option, either (a) repair such damage and restore the Shopping Center at Landlord's expense, in which event this Lease shall continue in full force and effect, or (b) cancel and terminate this Lease as of the date of such damage. If Landlord shall not have completed such repairs within one hundred eighty (180) days after the occurrence of such fire or other casualty, then Tenant shall have the right to terminate this Lease by delivering notice thereof to Landlord prior to such completion.

8.06 CONTINUED OPERATION BY TENANT. If the Premises are destroyed or damaged and Landlord elects to repair or restore them pursuant to the provisions of this Article VIII, Tenant shall continue the operation of its business in the Premises to the extent reasonably practicable from the standpoint of prudent business management. In such case, the Fixed Minimum Rent and Additional Rent payable by Tenant under this Lease meanwhile shall be reduced to such extent as may be fair and reasonable under the circumstance. If the Shopping Center are destroyed or damaged and Landlord elects to repair or restore them pursuant to the provisions of this Article VIII, Tenant shall continue the operation of its business in the Premises to the extent reasonably practicable from the standpoint of prudent business management. During the period from the occurrence of the casualty until Landlord's repairs are completed, the Fixed Minimum Rent and Additional Rent payable by Tenant under this Lease meanwhile shall be reduced to such extent as may be fair and reasonable under the circumstances; however, in the event of substantial destruction of the Shopping Center as set forth in Section 8.07 or such damage of the Shopping Center renders the Premises untenantable in whole, the Fixed Minimum Rent and Additional Rent payable by Tenant under this Lease shall meanwhile be abated in whole. Upon completion of such repair or restoration, Tenant shall promptly refixturize and restock the Premises substantially to the condition prior to the casualty and shall reopen for business if closed by the casualty.

8.07 DEFINITIONS.

(a) For the purpose of this Article, "Substantial" damage to the Premises shall mean (i) Premises is destroyed or rendered untenantable to an extent in excess of fifty percent (50%) of the floor area by a casualty covered by Tenant's insurance; or (ii) be damaged to such extent that the remaining term of this lease is not sufficient to amortize the cost of reconstruction.

(b) For the purpose of this Article, "Substantial" damage to the Shopping Center shall mean (i) Shopping Center is destroyed an extent in excess of fifty percent (50%) of the Shopping Center by a casualty covered by Landlord's insurance; (ii) Premises is rendered untenantable by such damage to the Shopping Center, or (iii) to be damaged to such extent that the remaining term of this lease is not sufficient to amortize the cost of reconstruction.

ARTICLE IX - ASSIGNMENT AND SUBLETTING

9.01 NO RIGHT TO ASSIGN OR SUBLET. Except for the Permitted Transfer as set forth in Section 9.02, Tenant shall not, either voluntarily or by operation of law, sublet, assign, sell, encumber, pledge or otherwise transfer all or any part of Tenant's leasehold estate hereunder, or permit the Premises to be occupied by anyone other than Tenant, or Tenant's employees, or sublet the Premises or any portion thereof, without Landlord's prior written consent in each instance, which consent shall not be unreasonably withheld, conditioned, or delayed.

9.02 PERMITTED TRANSFER. Occupancy or sublet of all or part of the Premises by parent, subsidiary, or affiliated companies of Tenant or of Tenant's parent or of Tenant's subsidiary or assignment of this Lease to parent, subsidiary, or affiliated companies of Tenant or of Tenant's parent or of Tenant's subsidiary shall be deemed as Permitted Transfer under this Lease without Landlord's prior consent; provided that such parent, subsidiary or affiliated companies were not formed as a subterfuge to avoid the obligations of this Article IX. Furthermore, without limiting the generality of the foregoing, (a) Tenant may assign the Lease at any time, or sublease all or part of the Premises, without receipt of Landlord's consent, to any entity which acquires all or part of Tenant, or which is acquired in whole or in part by Tenant, or which is controlled directly or indirectly by Tenant, or which entity controls, directly or indirectly, Tenant ("Affiliate"), or which owns or is owned or under common control by the Affiliate or Tenant, or to the surviving company in a merger or other corporate reorganization in which Tenant is involved so long as such transaction was not entered into as a subterfuge to avoid the obligations and restrictions of the Lease, or (b) Tenant may assign the Lease to an entity that purchases all or substantially all of the assets of the Tenant ("Purchasing Entity") without receipt of Landlord's consent so long as (i) such purchase transaction was not entered into as a subterfuge to avoid the obligations and restrictions of the Lease; and (ii) the Purchasing Entity has the financial strength and capability to satisfy the Tenant's obligations during the remaining term of this Lease.

9.03 CONDITIONS TO APPROVED ASSIGNMENT OR SUBLETTING. If Landlord's consent is required under this Lease for any assignment or subletting, each of the following conditions shall apply, and Landlord shall not be deemed to have unreasonably withheld consent if the following conditions are not met (unless expressly waived in writing by Landlord):

(a) Such approval shall be valid only if in writing and signed by Landlord, Tenant and such assignee and/or subtenant in form satisfactory to Landlord;

(b) The occupancy resulting therefrom shall not violate any rights theretofore given any other tenant of the Shopping Center;

(c) Substantially the same type, class, nature and quality of business, merchandise and services sold or offered for sale, and financial soundness of ownership and management, shall be maintained and furnished in a manner same or similar to Tenant ;

(d) Each and every covenant, condition or obligation imposed upon Tenant by this Lease and each and every right, remedy or benefit afforded Landlord by this Lease, shall not be impaired or diminished;

(e) Tenant shall assign to Landlord any and all consideration paid directly or indirectly for the assignment by Tenant to the assignee of Tenant's leasehold interest or any and all subrentals payable by the sublessee which are in excess of the minimum monthly rental provided to be paid by Tenant hereunder

9.05 TENANT'S REQUEST FOR ASSIGNMENT/SUBLEASE. Except for the Permitted Transfer as set forth in Section 9.02, if Tenant wishes to assign this Lease or sublease any part of the Premises, Tenant shall submit a written request therefor to Landlord at least thirty (30) days before the proposed effective date of such transaction, with all of the following:

(a) All agreements and letters of intent between Tenant and the other parties to the proposed transaction;

(b) A summary of the proposed assignee's or sublessee's: (i) business history; (ii) business plan for the Premises; (iii) financial statements (balance sheet and full prior year and present year to date income statements), and certified as accurate by the proposed transferee, with a complete copy of the most recently filed federal income and franchise tax returns; and (iv) a description of any proposed changes to the Premises or the business operated therein; and

(c) Tenant shall concurrently submit to Landlord a non-refundable processing fee of $500.00 for each requested assignment or sublease to cover Landlord's costs. Tenant shall also pay all costs reasonably incurred by Landlord in connection with reviewing a request to consent to an assignment or sublease and drafting any necessary documents, including Landlord's reasonable attorneys' and accountants' fees.

9.06 GENERAL PROVISIONS.

(a) Consent by Landlord to one or more assignments of this Lease or to one or more sublettings of the Premises shall not be deemed to be a consent to any subsequent assignment or subletting.

(b) Any assignment or subletting without Landlord's consent shall be void and shall, at the option of Landlord, constitute a default under the terms of this Lease.

(c) The voluntary or other surrender of this Lease by Tenant or a mutual cancellation hereof shall not work a merger, and shall, at the option of Landlord, terminate all or any existing subleases or subtenancies or shall operate as an assignment to Landlord of such subleases or subtenancies.

(d) Neither this Lease nor any interest in this Lease shall be assignable or transferable by operation of law, and in the event any proceeding under the Bankruptcy Act, or any amendment thereto or chapter thereunder, shall be commenced by or against Tenant (or any partner of Tenant) and Tenant be adjudged insolvent, or make an assignment for the benefit of creditors, or if a writ of attachment or execution be levied on the leasehold estate created by this Lease, or if a receiver is appointed in any proceeding or action to which Tenant is a party, with authority to take possession or control of the Premises or the business conducted on the Premises by Tenant, this Lease at the option of Landlord shall immediately terminate and shall in no way be treated as an asset of Tenant or Tenant's estate after the exercise of Landlord's option, and Tenant shall have no further rights under this Lease, and Landlord shall have the right, after the exercise of its option to terminate as provided in this subparagraph, to forthwith re-enter and repossess the Premises.

9.07 NO RELEASE OF TENANT. No subletting or assignment, even with the consent of Landlord, shall relieve Tenant or any guarantor of Tenant of its obligation to pay the rent and to perform all of the other obligations to be performed by tenant hereunder. The acceptance of rent by Landlord from any person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any assignment or subletting.

ARTICLE X - EMINENT DOMAIN

10.01 ENTIRE OR SUBSTANTIAL TAKING. If more than twenty percent (20%) of the Premises or more than forty percent (40%) of the balance of the Shopping Center shall be taken under the power of Eminent Domain, or if because of the appropriation or taking, regardless of the amount taken, the Premises or the Shopping Center is not usable and tenantable for the purposes specified in Section 5 and Section 6 of the Lease Summary, this Lease shall automatically terminate as of the date on which the condemning authority takes possession. Landlord and Tenant shall be released from liability accruing after that date. If the Lease is terminated, the Fixed Minimum Tent and Additional Rent payable by Tenant under this Lease shall be abated during the unexpired portion of this Lease and Landlord shall refund to Tenant rental or other charges paid in advance.

10.02 PARTIAL TAKING. In the event of any taking of the Premises or remainder of the Shopping Center under the power of eminent domain which does not result in a termination of the Lease pursuant to Section 10.01, this Lease shall not terminate; however, the Fixed Minimum Rent and Additional Rent payable hereunder shall be reduced, effective as of the date on which the condemning authority takes possession, in the same proportion which the gross ground floor area of the portion of the Premises taken bears to the gross ground floor area of the entire Premises prior to the taking and on an equitable basis, taking into account the relative value of the portion taken compared to the portion remaining. Landlord shall promptly restore the portion of the Premises not so taken to as near its former condition as is reasonably possible, and this Lease shall continue in full force and effect.

10.03 AWARDS. Any award for taking of all or any part of the Premises under the power of eminent domain shall be the sole and exclusive property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for taking of the fee. Nothing contained herein, however, shall be deemed to preclude Tenant from obtaining any award for Tenant's loss of its business or for the taking of and damage to Tenant's trade fixtures and other property.

10.04 SALE UNDER THREAT OF CONDEMNATION. A sale by Landlord to an authority having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed a taking under the power of eminent domain for all purposes under this Article.

ARTICLE XI - UTILITY SERVICE

11.01 UTILITY CHARGES. Tenant shall pay all charges for gas, water, sewer, storm drain, electricity, telephone and other utility services used in or about the Premises during the term of this Lease. If any such charges are not paid when due, Landlord may pay the same, and any amounts so paid by Landlord shall thereupon become due to Landlord from Tenant as Additional Rent. In addition, any utilities for

which Tenant does not have a direct contract with the utility provider, Tenant shall pay Tenant's Share (defined below) of all such utility expenses as Common Area charges (defined below).

11.02 Intentionally Deleted.

11.03 INTERRUPTION OF SERVICE. Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility service being furnished to the Premises and no such failure or interruption shall entitle Tenant to terminate this Lease.

11.04 UTILITY HOOK-UP FEES. Tenant shall be solely responsible for and shall pay any and all charges levied by any governmental authority for utility hook-up to the Premises or the building of which the Premises are a part including, without limitation, any use charges or meter fees. In the event Landlord has heretofore paid any such fees, Tenant shall promptly upon demand from Landlord reimburse Landlord for Tenant's Share of such charges as are determined by Landlord.

11.05 HEATING, VENTILATION AND AIR CONDITIONING. Tenant shall be solely responsible for and shall pay all charges for heating, ventilation or air conditioning systems ("HVAC") servicing the Premises. In addition, Tenant shall use its best effort to secure and maintain a yearly contract with a reputable HVAC company, and provide a copy of such contract to Landlord.

ARTICLE XII - DEFAULTS; REMEDIES

12.01 TENANT'S DEFAULTS.

The occurrence of any one or more of the following events shall constitute an event of default hereunder by Tenant:

(a) The abandonment of the Premises by Tenant.

(b) The failure by Tenant to make any payment of Fix Minimum Rent and/or Additional Rent payable by Tenant and Tenant does not cure such default within five (5) days after written notice from Landlord thereof shall have been given to Tenant (which notice shall be in lieu of, and not in addition to, any notice required under Section 1161(2) of the Code of Civil Procedure of California or any similar, superseding statute), or the failure by Tenant to observe or perform any of the other covenants or conditions of this Lease to be observed or performed by Tenant and Tenant does not cure the default within thirty (30) days after written notice (which notice shall be in lieu of, and not in addition to. any notice required under Section 1161(3) of the Code of Civil Procedure of California or any similar, superseding statute) is given to Tenant (or such longer period as may be necessary to cure such default so long as Tenant begins correction of the default within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable).

(c) The making by Tenant of any assignment or arrangement for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy; the appointment of a trustee or receiver to take possession of all or substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease.

(d) The discovery by Landlord that any financial information called for by this Lease given to Landlord by Tenant, any assignee of Tenant, any subtenant of Tenant, any successor in interest of Tenant or any guarantor of Tenant's obligations hereunder, or any of them, is materially false, or, if true, any material change has occurred in Tenant's net worth or that of any guarantor which renders Tenant, or in the judgment of Landlord may render Tenant, unable to meet its financial obligations under this Lease as they become due.

12.02 LANDLORD'S REMEDIES. In the event of any default by Tenant as defined herein, Landlord may exercise one or more of the following remedies:

(a) In accordance with California Civil Code Section 1951.4, Landlord shall have the option to continue this Lease in full force and not terminate Tenant's right to possession of the Premises, in which event Landlord shall have the right to collect rental and additional charges when due, and Landlord shall have such other rights as are provided for in this Lease and such rights as are permitted by law.

(b) In accordance with California Civil Code Section 1951.2, Landlord may terminate this Lease by express written notice to Tenant of its election to do so. In the event of such termination, Landlord shall be entitled to recover from Tenant: (i) the worth at the time of the award of any obligation which has accrued prior to the date of termination; and (ii) the worth at the time of the award of the amount by which the unpaid rent and additional charges which would have been earned after termination until the time of award exceeds

the amount of such rental loss that the Tenant proves could have been reasonably avoided; and (iii) the worth at the time of the award of the amount by which the unpaid rent and additional charges for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided.

(c) As used in Subsections (b) (i) and (b) (ii) above, the "worth at the time of award" is computed by allowing interest at the rate of ten percent (10%) per annum. As used in Subsection (b) (iii) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

(d) Landlord may recover from Tenant, and Tenant shall pay to Landlord upon demand, such expenses as Landlord may incur in recovering possession of the Premises, placing the same in good order and condition and altering or repairing the same for reletting, all other expenses, commissions and charges incurred by Landlord in reletting same or exercising any remedy provided herein or as a result of any default by Tenant hereunder, and any other amount necessary to compensate Landlord for all the detriment proximately caused by the Tenant's failure to perform Tenant obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.

(e) Landlord may exercise any other remedy or right now or hereafter available to Landlord against a defaulting Tenant under the laws of the governing jurisdiction and not otherwise specifically reserved herein.
12.03 GENERAL PROVISIONS.

(f) Tenant hereby waives any right of redemption or relief from forfeiture under the law of the governing jurisdiction, or under any other present or future law, in the event Tenant is evicted or Landlord takes possession of the Premises by reason of any default by Tenant hereunder.

(g) The various rights and remedies reserved to Landlord herein, including those not specifically described herein, shall be cumulative, and, except as otherwise provided by statutory law in force and effect at the time of the execution hereof, Landlord may pursue any or all of such rights and remedies, whether at the same time or otherwise.

(h) One or more waivers by Landlord of any breach or default shall not be a waiver of any other breach or default of the same or any other provisions.

(i) Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant.

(j) The receipt by Landlord of any rent or payment with or without knowledge of the breach of any other provisions hereof shall not be deemed a waiver of any such breach, provided, however, the receipt and acceptance by Landlord of any delinquent rental and/or other sum which may be due hereunder shall constitute a waiver of said breach of timely payment for the particular payment involved (but not as to any other breach), and no waiver by Landlord of any sum due hereunder or any provision hereof shall be deemed to have been made unless expressed in writing and signed by Landlord.

(k) No delay or omission in the exercise of any right or remedy accruing to Landlord upon any breach by Tenant under this Lease shall impair such right or remedy or be construed as a waiver of any such breach theretofore or hereafter occurring.

12.04 DETERMINATION OF RENT. Intentionally removed.

12.03 DEFAULT BY LANDLORD. Landlord shall not be deemed to be in default in the performance of any obligation to be performed by it hereunder unless and until it has failed to perform such obligation for a period of thirty (30) days (72 hours in the event of an emergency) following written notice from Tenant to Landlord specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed to be in default if it shall commence such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion. This Lease may not be canceled for any default by Landlord. Tenant's sole remedy for any default by Landlord shall be such damages as may be afforded by law, including (without limitation) the right of specific performance. In addition, Tenant may elect in its discretion to perform the required action or take corrective action reasonably required to cure the default if it pertains to the Premises, in which event Landlord shall reimburse Tenant for the reasonable out-of-pocket costs of such action within thirty (30) days following Tenant's submission to Landlord of reasonable evidence of such costs Copies of notices of default on the part of Landlord shall be concurrently sent to any lender who directly or through Landlord so requests such writing.

12.04 EXPENSE OF LITIGATION. If either party incurs any expense, including reasonable attorneys' fees, in connection with any action or proceeding, including declaratory relief, instituted by either party by reason of any default or alleged default of the other party

hereunder, the party prevailing in such action or proceeding shall be entitled to recover from the other party its reasonable expenses including, without limitation, all attorneys' fees and court costs.

ARTICLE XIII - COMMON AREA

13.01 DEFINITION. Subject to any applicable Covenants of Record, all areas within the interior boundaries of the Shopping Center which are neither (i) areas occupied by buildings (roof overhangs, canopies, any columns supporting them, swinging doors and subsurface foundations shall not be deemed encroachments on Common Areas) or (ii) areas designated by Landlord as leased premises from time to time for the exclusive use of a particular tenant or tenants, shall be deemed "Common Area".

13.02 USE OF COMMON AREA. Subject to any applicable Covenants of Record, Tenant and its employees and invitees shall have the non-exclusive license to use the Common Area during the lease term, for parking and for pedestrian and vehicular access in and to the Shopping Center in common with Landlord and with other persons authorized by Landlord from time to time to use such areas, subject to the Rules and Regulations and such amendments and modifications thereof and additions thereto as Landlord may from time to time reasonably adopt.

13.03 CONTROL BY LANDLORD.

(a) Subject to Section 13.03 (d), Landlord may (i) make changes at any time from time to time in the size, shape, location, number and extent of the Common Area and/or (ii) designate new building areas or change the size, location or configuration of any existing building area without Tenant's approval or consent, and no such change shall entitle Tenant to any abatement of rent; provided that (i) the original acquisition and construction costs incurred in connection therewith will not be charged to Tenant; (ii) Landlord will cause such work to be performed in a good and workmanlike manner designed to minimize any interference with the enjoyment and use of the Common Areas; (iii) no such action by Landlord shall be undertaken if it would materially impair access to the Premises from Countryside Lane or Fulkerth Road, or the visibility of the Premises or its signs from Countryside Lane or Fulkerth Road (as compared with the site plan attached hereto as Exhibit A), or materially interfere with Tenant's business in the Premises, cause additional structures to be constructed on top of the Premises, cause the relocation of the Premises or adversely affect access to the Premises, or reduce the parking ratio of the Shopping Center below minimum parking ratio required for the Shopping Center under any applicable governmental law, ordinance or rule (the "Required Parking Ratio")

(b) Landlord, directly or by contract shall operate, manage, equip, light, repair, replace, clean and maintain the Common Area in such manner as Landlord may determine to be appropriate in its sole discretion but no less than the standard of comparable shopping centers in the geographic area where the Shopping Center is located. Landlord may temporarily close any portion of the Common Area for repairs or alterations, to prevent a dedication thereof or the accrual of prescriptive rights therein, or for any other reason deemed sufficient by Landlord; provided such voluntary closure of Common Areas, if it occurs, must be on a nondiscriminatory basis, after reasonable advance notice, and be limited to temporary closures needed to prevent the acquisition of prescriptive rights in the public, and/or temporary closure in order to perform needed major repairs to Common Areas (which will be performed in a good and workmanlike manner, designed to minimize any interference with Tenant's business activities at the Premises and its use of the Common Areas and accessways of the Shopping Center, and in accordance with the other requirements of this Lease).

(c) Subject to Section 13.03 (d), Landlord shall at all times during the term of this Lease have the sole and exclusive control of the automobile parking areas, driveways, entrances and exits and the sidewalks and pedestrian passageways, and may at any time and from time to time during the term hereof restrain any use or occupancy thereof except as authorized by the Rules and Regulations for the use of such areas established by Landlord from time to time. Landlord agrees that it will not adopt a system of parking or access charges for use of the Shopping Center parking facilities and other common areas unless required by applicable laws. Subject to Section 13.03 (d), the rights of Tenant in and to the Common Area shall at all times be subject to the rights of Landlord, the other tenants of Landlord and the other owners of stores in the Shopping Center to use the same in common with Tenant, and Tenant shall keep said areas free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operation. If in the opinion of Landlord, unauthorized persons are using any of said areas by reason of the presence of Tenant in the Shopping Center, upon demand of Landlord, Tenant, shall restrain such unauthorized use by appropriate proceedings. Nothing herein shall affect the right of Landlord at any time to remove any such unauthorized person from the Common Area or to prohibit the use of any said areas by unauthorized persons.

(d) Tenant and its employees shall park their vehicles only in those portions of the Common Areas from time to time designated for that purpose by Landlord on a non-discriminatory basis for the Shopping Center (provided such Employee Parking Area is in a location within reasonable proximity to the Premises and is kept lit), and in accordance with the applicable Covenants of Record ("Employee Parking Area").. Tenant shall not, however, be required to undertake specific enforcement activities, including (but not limited to) tracking and towing vehicles or collecting employee vehicle license number. If Tenant or its employees park in other than such designated parking areas then Landlord may charge Tenant, as Additional Rent, Ten Dollars ($10.00) per day for each day or partial day

each such vehicle is parked in the Common Area other than as designated. Tenant hereby authorizes Landlord to tow away from the Shopping Center any vehicle belonging to Tenant or Tenant's employees parked in violation of these provisions, and/or to attach violation stickers or notices to such vehicle. Moreover, Landlord may at any time prohibit all employees from parking in the Common Area.

(e) In the event Landlord elects to limit or control parking by customers or invitees of the Shopping Center, whether by validation or parking tickets or any other method of assessment, Tenant agrees to participate in such validation or assessment program under such reasonable Rules and Regulations as are from time to time established by Landlord with respect thereto.

13.04 COMMON AREA CHARGES. Tenant shall also pay, Tenant's Proportionate Share of Common Area Charges (defined below) incurred by Landlord, as Additional Rent, in the manner and at the time provided below. Such Common Area Charges shall include, without limiting those reasonable costs incurred by Landlord in providing the following to the Common Areas of the Shopping Center: gardening and landscaping; resurfacing and patching of parking areas, bumpers, directional signs and other markers; cost of public liability, property damage, fire and extended coverage, earthquake, vandalism and malicious mischief, and other insurance, maintained by Landlord for the benefit of the Common Areas of the Shopping Center; replacements, repairs, painting; lighting and all other utilities; cleaning, trash removal; depreciation of equipment; fire protection, security, and similar services; environmental protection expense relating to the Common Areas of the Shopping Center; and an amount equal to fifteen percent (15%) of all of the foregoing costs and expenses for Common Area items except insurance and taxes to cover Landlord's administrative and overhead expense ("Administrative Fee") to include but not limited to salaries, expenses, benefits and other compensation paid to Landlord's employees or fees paid to any property management company. For the purposes of this Lease, each individual category of a particular common expense item is a "Common Area item," and all of such common expenses are "Common Area Charges." However, notwithstanding anything in this Lease to the contrary, Common Area Charges shall not include the items listed on the attached Schedule #2.

13.05 TENANT'S SHARE DEFINED. For the purposes of this Lease, "Tenant's Share" of a particular Common Area item is determined by multiplying total Common Area item by a fraction, the numerator of which is the floor area of the Building and the denominator of which is the total floor area of all of the buildings in the Shopping Center utilizing or being serviced by the particular Common Area item during the particular period for which such Common Area item is levied.

13.06 PAYMENT OF COMMON AREA CHARGES. Prior to the commencement of each calendar year of this Lease, Landlord may give Tenant a written estimate of Tenant's Share of Common Area charges for the ensuing year which shall not be higher more than 10% of the estimated amount paid by Tenant for the immediately preceding year. Tenant shall pay such estimated amount to Landlord in equal monthly installments, in advance, as part of the same check with which Tenant pays the Fixed Minimum Rent. During the period from the Commencement Date to the expiration of the first calendar year of this Lease, Landlord may give Tenant a written estimate Tenant's Share of Common Area charges based upon then current information. If Landlord so estimates, within ninety (90) days after the end of each calendar year of this Lease, Landlord shall furnish to Tenant a statement showing in reasonable detail with supporting documentations of the Common Area charges incurred by Landlord for operation and maintenance of the Common Area during such year, and the parties shall within thirty (30) days make any payment or allowance necessary to adjust Tenant's estimated payment to Tenant's Share of Common Area charges as shown by such annual statement. If Landlord elects not to so estimate, Tenant shall pay Tenant's Share of such Common Area charges at such intervals as Landlord may elect to bill Tenant.

13.08 Limitations on Tenant's Share of Operating Expense. Notwithstanding anything to the contrary in this Article XIII, Tenant shall not be obligated to pay Tenant's Share of Common Area Charges excluding costs and expenses for out-of-pocket utilities, property taxes, and insurance paid by Landlord ("Capped CAM Expenses"), in excess of four percent (4%) annually during the term of this Lease in comparison with such paid by Tenant for the calendar year of 2018. For the purposes of clarification, "four percent (4%) annually" means for the first year of this Lease, shall not in excess of 4% over the amount of Capped CAM Expenses paid by Tenant for 2018; for the second year of this Lease, shall not in excess of 8% over the amount Capped CAM Expenses paid by Tenant for 2018;for the third year of this Lease, shall not in excess of 12% over Capped CAM Expenses paid by Tenant for 2018, and so on. For the purpose of this Lease, Capped CAM Expenses paid by Tenant for the calendar year of 2018 was $12,179.12.

13.09 Tenant's Examination or Audit of Charges. Tenant shall have the right to request the review of documentation of Landlord's expenditures and to examine or audit the books and records of Landlord kept in connection with the taxes, insurance and Common Area Charges, all upon reasonable advance written notice to Landlord. Landlord agrees to make such books and records available to Tenant. If any such examination or audit shows that taxes, insurance or Common Area Charges paid to Landlord has been overstated, Tenant shall notify Landlord in writing of the basis for such findings. If Landlord concurs with the findings submitted by Tenant, Landlord shall promptly remit to Tenant the amount of the overstatement. In addition, if the Landlord concurs with the findings submitted by Tenant and such findings show an overstated payment of more than five percent (5%), Landlord shall also pay the reasonable cost of such examination or audit (but not any examination or audit costs payable on the basis of a percentage of the recovery by Tenant). In the event Landlord objects to the findings submitted by Tenant, Landlord shall, within fifteen (15) days of receipt of Tenant's notice, provide written notice to Tenant specifying the basis for such objections. Within twenty (20) days of receipt of Landlord's written notice, Landlord and Tenant

shall meet and confer in good faith in an effort to resolve the dispute regarding charges. If the parties are unable to resolve the dispute within such 20-day period, Tenant shall be afforded all rights and remedies under California law.

ARTICLE XIV - SIGNS, LIGHTING, ADVERTISING

14.01 SIGNS, LIGHTING, AND ADVERTISING. Tenant shall not, without Landlord's prior written consent (a) install or affix to the Premises any additional signs, exterior lighting or plumbing fixtures, shades, awnings, or exterior decorations (including exterior painting); (b) display or sell merchandise on, or otherwise obstruct, any area outside of the Premises; (c) cause or permit to be used any advertising materials or methods which are objectionable to Landlord or to other tenants of the Shopping Center, including without limiting the generality of the foregoing, loudspeakers, mechanical or moving display devices, unusually bright or flashing lights and similar devices the effect of which may be seen or heard outside the Premises; or (d) solicit business in the Common Area, or distribute any handbills or other advertising matter in the parking area or Common Area. It is acknowledged and agreed by Landlord that Tenant's current signages have been approved by Landlord and shall be deemed in compliance with the MASTER SIGN PROGRAM as set forth in Exhibit D.

ARTICLE XV - GENERAL

15.01 ESTOPPEL CERTIFICATE. Tenant agrees, within fifteen (15) days of written request by Landlord, to deliver an estoppel certificate addressed to any proposed mortgagee or purchaser to Landlord certifying the requested information, including the dates of commencement and termination of this Lease, the amounts of security deposits, if any, that the Lease is in full force, and that there are no differences, offsets, or defaults of Landlord, or noting these differences, offsets or defaults actually exist. Tenant acknowledges that the mortgagee or purchaser shall have the right to rely on the estoppel certificate.

15.02 LANDLORD'S RIGHT TO ACCESS. Landlord and its agents shall have the right upon not less than forty-eight hours' prior written notice to Tenant (except in the event of an emergency, where no prior notice shall be required) to access to the Premises at reasonable hours for the purpose of examining the same to ascertain if they are in good repair, making repairs or installations which Landlord may be required or permitted to make hereunder, exhibiting the Premises prospective tenants during the period commencing six (6) months prior to the end of the Lease Term. Any such entry and/or inspection by Landlord shall not unreasonably interfere with or affect Tenant's ability to conduct or continue conducting its business operations at the Premises. Tenant may provide an escort for Landlord during any such entry and/or inspection, and Landlord agrees to reasonably cooperate with any escort provided by Tenant during any inspection of the Premises.

15.03 WARRANTY OF QUIET ENJOYMENT. Tenant shall quietly enjoy the Premises without hindrance or interruption by Landlord or anyone claiming by, through or under Landlord. Landlord represents and warrants that: (i) Landlord has good and marketable title to the Shopping Center; (ii) as of the Effective Date, the Premises is not subject to the lien of any deed of trust, mortgage or other similar encumbering instrument, (iii) Landlord has the full and unencumbered power, right and authority to make this Lease for the Term hereof; and (iv) Landlord will put Tenant into complete and exclusive possession of the Premises free from all matters which would prevent the use of the Premises by Tenant for the Permitted Use as provided in this Lease, prevent or restrict the use of the access roads and passageways of the Shopping Center by Tenant, its agents, employees or invitees, or limit ingress and egress to and from Countryside Lane or Fulkerth Road, and (iv) the Shopping Center contains adequate parking facilities required by applicable codes or ordinances for the Shopping Center..

15.04 TRANSFER OF LANDLORD'S INTEREST. In the event of any transfer of Landlord's interest in this Lease or in the Premises, Landlord shall be automatically relieved of any and all obligations and liabilities accruing from and after the date of such transfer.

15.05 SEPARABILITY. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

15.06 SECURITY DEPOSIT. Not Applicable.

15.07 LATE CHARGES. Tenant hereby acknowledges that late payment by Tenant to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges may be imposed upon Landlord by terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any sum due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after said amount is due, then Tenant shall pay to Landlord a late charge equal to five percent (5%) of such overdue amount ; provided, however, such late charge shall not be payable by Tenant in the first one (1) instance of late payment in any one (1) calendar year. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charges

by the Landlord 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 granted hereunder.

15.08 TIME OF ESSENCE. Time is of the essence with respect to the performance of every provision of this Lease.

15.09 HEADINGS. The article and paragraph captions and the placement of particular provisions under certain articles or sections contained in this Lease are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

15.10 INCORPORATION OF PRIOR AGREEMENTS; AMENDMENTS. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose unless specifically incorporated herein by reference. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest and this Lease may not be modified by an oral agreement whether or not supported by new consideration.

15.11 NOTICES. Any notice or demand required or permitted to be given hereunder shall be in writing and may be served personally by hand delivery, by certified mail, or by recognized overnight delivery service (e.g., UPS, Federal Express. Either party may by written notice to the other delivered in accordance herewith specify a different address for notice purposes.

15.12 BROKERS AND REPRESENTATIVES.

(a) Tenant warrants that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease unless specifically stated to the contrary in the applicable Lease Summary provision.

(b) Tenant acknowledges that no agent of Landlord has made any representations or warranties regarding this Lease or any provisions hereof which are not incorporated in this written instrument. Tenant understands that all terms of this Lease or Tenant's occupancy of the Premises are governed strictly by this written instrument and not by any other correspondence or communications.

15.13 WAIVERS. No waiver by Landlord of any provision of this Lease shall be effective unless in writing or shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant, whether or not similar to the act so consented to or approved.

15.14 MARKETING FUND. Not Applicable.

15.15 LIENS. Tenant shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant. Landlord may require, at Landlord's sole option, that Tenant shall provide to Landlord, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to the estimated cost of any improvements, additions, or alterations in the Premises which the Tenant desires to make or has made, to insure Landlord against any liability for mechanics' and material men's liens and to insure completion of the work. In the event any lien is filed, Tenant shall at its expense provide a lien release bond to remove such lien, regardless of the validity of such lien or underlying claim.

15.16 SUBORDINATION. Subject to the execution of a subordination, non-disturbance and attornment agreement among Landlord, Landlord's Lender, and Tenant (an "SNDA"), this Lease shall, at Landlord's option, be and remain subordinate to any mortgage, ground lease, or deed of trust that may exist or hereafter be placed upon the Shopping Center or any part thereof and to any and all advances to be made thereunder and to the interest thereon and to all renewals, replacements and extensions thereof. As of the Commencement Date (or if no mortgages, deeds of trust or other security instruments encumber Landlord's interest in any of the Premises as of the Commencement Date, then at such time as any such instrument does encumber the Premises after the Commencement Date), Landlord, Landlord's Lender, and Tenant shall execute and deliver to each other an SNDA in standard and customary form satisfactory to all parties. Tenant shall upon written demand by Landlord execute such SNDA as may be required at any time and from time to time to subordinate the rights and interests of Tenant under this Lease to the lien of any such ground lease, mortgage or deed of trust, or, if requested by Landlord, to subordinate any such mortgage, ground lease, or deed of trust to this Lease. Subject to the execution of an SNDA, Tenant shall, in the event any proceedings are brought for default under such ground lease or for the foreclosure of any such mortgage or deed of trust, attorn to the purchaser upon foreclosure sale or sale under power of sale, or to the ground lessor terminating Landlord's rights as ground lessee, and shall recognize such purchaser or ground lessor as Landlord under this Lease. So long as Tenant is not in default hereunder, any subordination shall not terminate this Lease or otherwise affect Tenant's possession of the Premises and Tenant's rights hereunder.

15.17 SUCCESSORS IN INTEREST. The covenants and all undertakings herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto; and all the parties hereto shall be jointly and severally liable hereunder.

15.18 GOVERNING LAW. This Lease shall be construed and enforced in accordance with the laws of the state in which the Premises are located.

15.19 DELAYS. Whenever a period of time is provided in this Lease or in any exhibit hereto for Landlord to do or perform any act or thing, Landlord shall not be liable or responsible for nor shall Tenant be excused from performing any obligations hereunder as a result of any delay due to strikes, lockouts, casualties, acts of God, or governmental regulations or control or other causes beyond the reasonable control of Landlord, and the time for performance specified herein shall be extended for the amount of time Landlord is so delayed.

15.20 SURRENDER OF PREMISES. On the last day of the term hereof, or on any sooner termination, Tenant shall surrender the Premises to Landlord in the same condition as received under the Prior Lease, in good repair, operating condition, working order ordinary wear and tear excepted (to the extent provided herein for termination after casualty). Depreciation and wear from ordinary use need not be restored.

15.22 FINANCIAL REPRESENTATION. Not Applicable.

15.23 HOLDING OVER. If Tenant, with Landlord's consent, remains in possession of the Premises or any part thereof after the expiration of the term hereof, such occupancy shall be a tenancy as defined by Section 1945 of the California Civil Code with all of the provisions of this Lease pertaining to the obligations of Tenant, except that the monthly rent payable shall be one hundred fifty percent (150%) of the last monthly installment of Minimum Rent payable immediately preceding the termination date of this Lease and all options, if any, granted under the terms of this Lease shall be deemed terminated and be of no further effect during said tenancy.

15.24 JURY TRIAL WAIVER. To the extent permitted by law, Landlord and Tenant hereby waive their respective right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Landlord against Tenant or Tenant against Landlord on any matter whatsoever arising out of, or in any way connected with, this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

15.25 CERTIFIED ACCESS SPECIALIST. As of the date of this Lease, the Property has not been inspected by a Certified Access Specialist

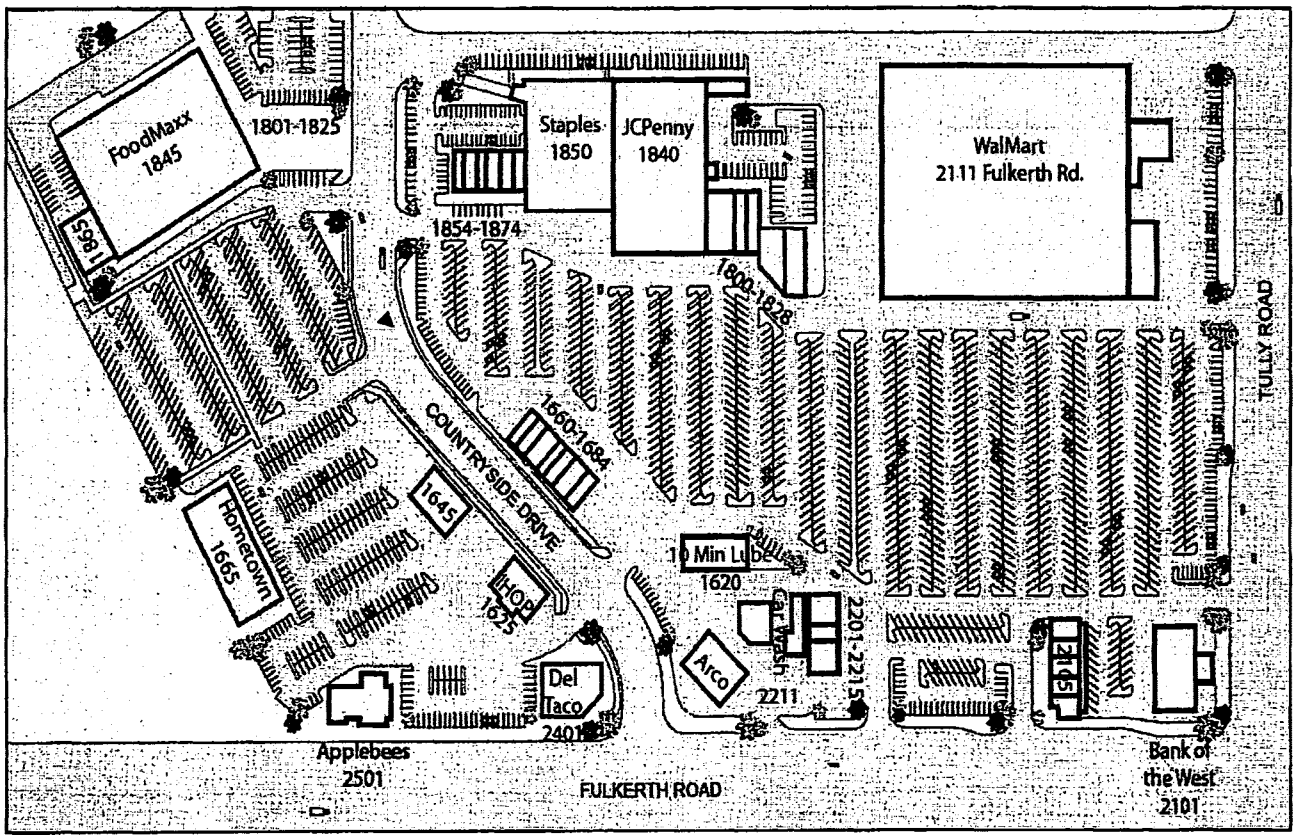
IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the Effective Date set forth in the Lease Summary.

TENANT ACKNOWLEDGES THAT UNLESS AND UNTIL A FULLY EXECUTED COUNTERPART OF THIS LEASE AND ALL ATTACHMENTS, APPROVED AND SIGNED BY LANDLORD, IS DELIVERED TO TENANT, THIS INSTRUMENT SHALL CONSTITUTE ONLY A PRELIMINARY EXPRESSION OF INTENT AND MAY BE MODIFIED OR REVOKED BY LANDLORD, IN WHICH EVENT NEITHER PARTY SHALL BE BOUND THEREBY OR HAVE ANY LIABILITY TO THE OTHER PARTY. TENANT FURTHER UNDERSTANDS THAT THIS DOCUMENT, WHEN SIGNED BY TENANT HAS SUBSTANTIAL LEGAL CONSEQUENCES AND NEITHER LANDLORD OR ITS AGENTS HAS ADVISED TENANT IN ANY WAY AS TO THE LEGAL, BUSINESS, OR TAX CONSEQUENCES TO TENANT ARISING FROM OR CONNECTED WITH THIS LEASE. TENANT IS RELYING SOLELY ON THE ADVICE OF ITS OWN CONSULTANTS REGARDING THIS LEASE.

LANDLORD: NINE ISLANDS I, LLC, a California limited liability company	TENANT: OCB RESTAURANT COMPANY, LLC, a Minnesota limited liability company
By:	By:
Name: Joseph Vieira Title: Manager	Name: Peter Donbavand Title: Vice President
Date: 1/3/2020	Date: 12/31/2019

EXHIBIT "A"

EXCLUSIVE SHOPPING CENTER SITE PLAN



"Tract A" (West) | "Tract B" (East)

EXHIBIT "A-1"

PREMISES

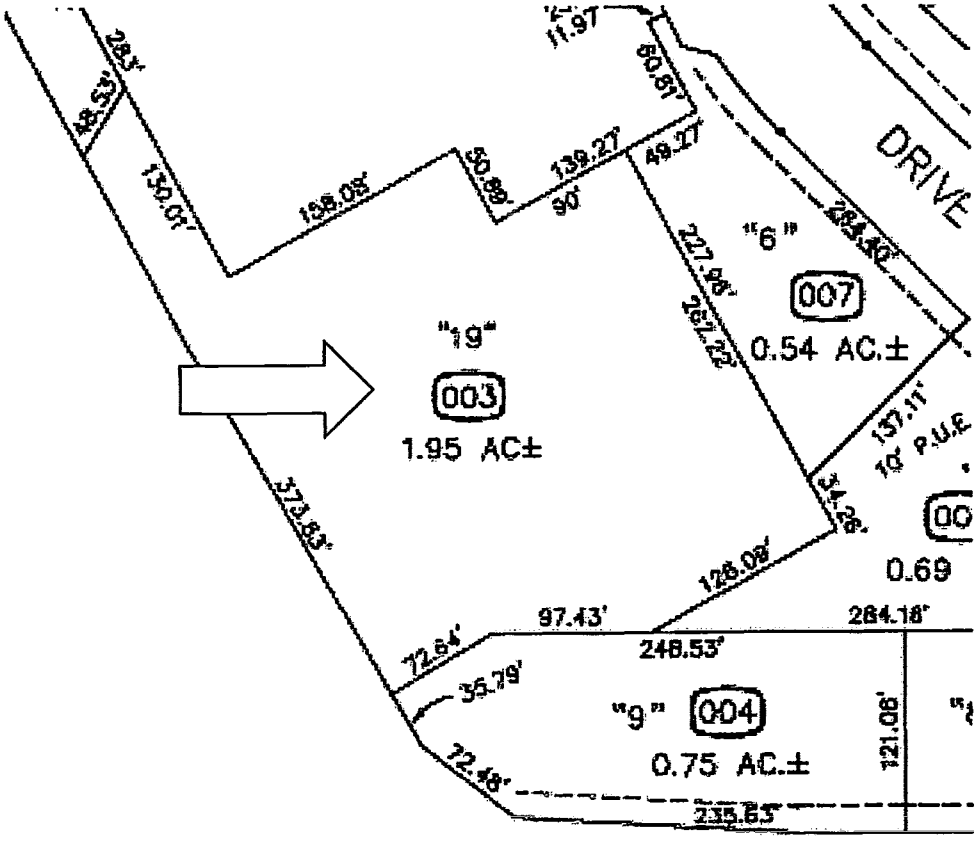


EXHIBIT "B"

APN's for Shopping Center

As recorded in the Stanislaus County:

Tract A (West):

Parcel(s)
088-016-01
088-016-02
088-016-03
088-016-04
088-016-05
088-016-06
088-016-07
088-016-08
088-016-09

Tract B (East):

Parcel(s)
088-016-14
088-016-15
088-016-16
088-016-18
088-016-20
088-016-21
088-016-22
088-016-23
088-016-24
088-016-25

EXHIBIT "B-1"

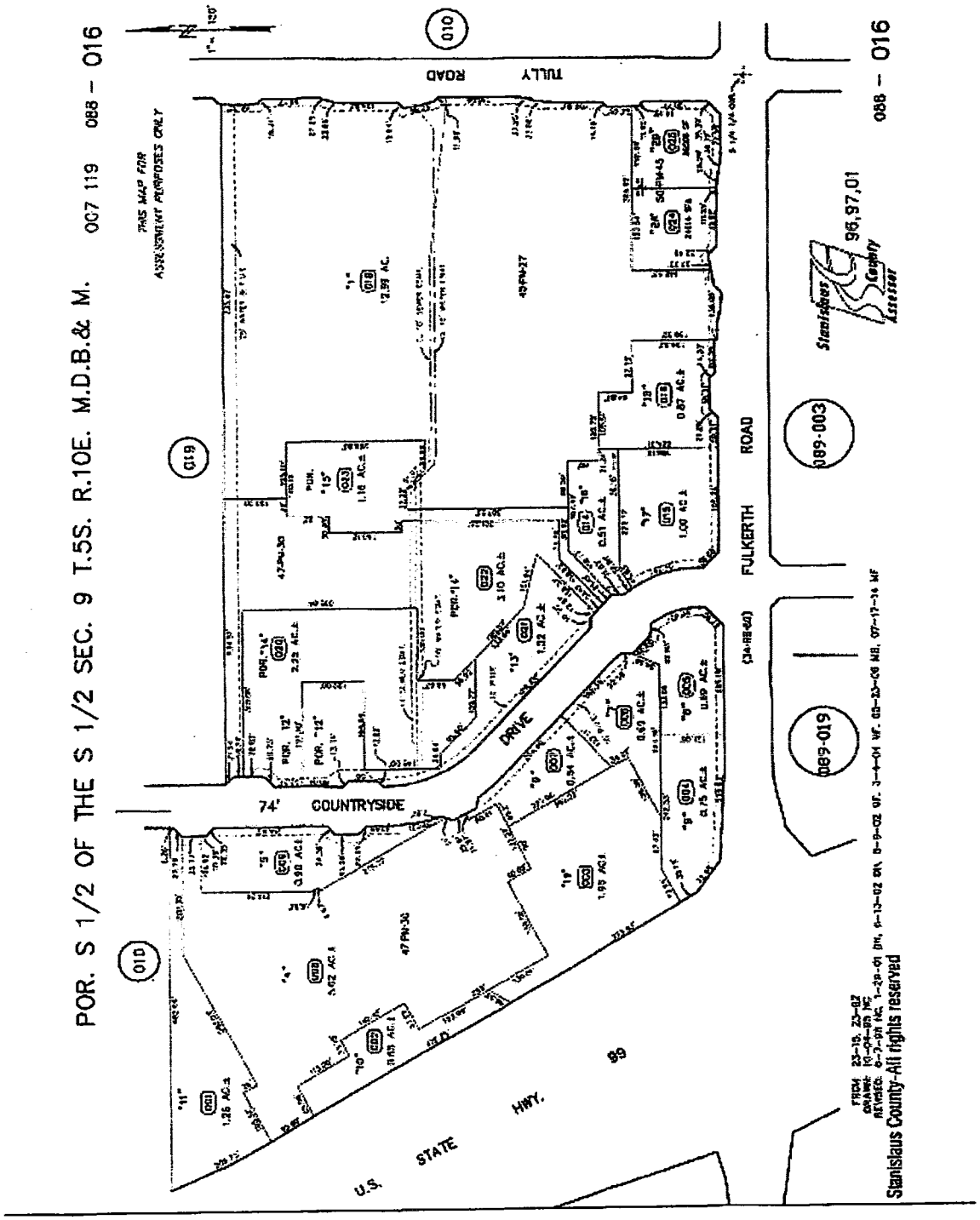

POR. S 1/2 OF THE S 1/2 SEC. 9 T.5S. R.10E. M.D.B.& M.
007 119 088 - 016
THIS MAP FOR ASSESSMENT PURPOSES ONLY
TULLY ROAD
FULKERTH ROAD
74' COUNTRYSIDE DRIVE
U.S. STATE HWY. 99
089-003
089-019
088 - 016
Stanislaus County Assessor
96,97,01
Stanislaus County-All rights reserved

EXHIBIT "C"

DESCRIPTION OF LANDLORD'S WORK AND TENANT'S WORK

Landlord shall paint and complete the paint of the exterior of the building of the Premises at Landlord's sole expenses during the first calendar year of the term of the Lease. Tenant otherwise accepts the Premises in its "As-is" condition.

EXHIBIT "D"
SHOPPING CENTER SIGN CRITERIA

MASTER SIGN PROGRAM
COUNTRYSIDE PLAZA SHOPPING CENTER

1. **PURPOSE AND INTENT:**
   a. This criterion has been established for the purpose of maintaining a continuity of quality and aesthetics throughout the shopping center for the mutual benefit of all Tenants, and to comply with the regulations of the City of Turlock.
   b. The intent of the sign criteria is to offer the Tenant design flexibility and to incorporate common design elements; the signs specified will offer optimum tenant identity when designed in conformance with the design standards.
   c. Conformance will be strictly enforced, and any installed nonconforming or unapproved signs will be removed at Tenant's expense.

2. **GENERAL REQUIREMENTS:**
   a. Prior to fabrication or applying for city approvals, each Tenant shall submit to the Landlord, for written approval, three (3) copies of detailed shop drawings (one (1) in full color) indicating the location, size, layout, design, color, illumination, materials, and method of attachment.
   b. All signs shall be reviewed by the Landlord for conformance with sign criteria; approval or disapproval of sign submittals shall remain the sole and absolute right of the Landlord.
   c. All permits and fees for signs and their installation shall be obtained by the Tenant or its representative.
   d. All signs shall be constructed at the Tenant's expense.
   e. Tenant shall be responsible for the installation and maintenance of its sign. Should Tenant's sign require maintenance or repair, Landlord shall give Tenant thirty (30) days written notice to effect the maintenance or repair. Should Tenant fail to do so, Landlord shall undertake repairs and Tenant shall reimburse Landlord within ten (10) days from the receipt of invoice.

3. **STYLE:**
   a. Tenant signs must be self-illuminated individual channel metal letters, 5" deep, with Plexiglas face.
   b. If the Tenant does not have an established exterior sign identity, the style of lettering shall be similar to Helvetica Medium.

4. **CONSTRUCTION REQUIREMENTS:**
   a. All channel letters are to be fabricated using 24-gauge paint lock sheet metal with full welded construction and automotive enamel finish.
   b. All sign bolts, fastenings, and clips shall be hot-dipped galvanized iron, stainless steel, aluminum, brass, bronze, nickel or cadmium plated. No black iron materials of any type will be permitted.
   c. All cabinets, conductors, crossovers, transformers, wiring and other equipment must be concealed behind the sign fascia.
   d. The face of the channel letters and logos shall be acrylic plastic (3/16" thick minimum) fastened to the metal frame by a trim cap matching the color of the letter returns.
   e. All signs and their installation must comply with all local building and electrical codes and bear a UL label if required by the local governing agency.
   f. The stroke of the letter will dictate the number of rows of neon tubing and the milliamp requirements for internal illumination. The tubing is to be installed and labeled in accordance with the "National Board of Fire Underwriters Specifications".

5. **INSTALLATION:**
   a. All signs are to be installed under the direction of the project Superintendent. Sign work is not to commence on Tenant's premises unless a signed copy of the approved shop drawing has been reviewed by the project Superintendent. Each sign will be inspected for conformance with the detailed shop drawings.
   b. Tenant's sign contractor shall completely install and connect the sign display.
   c. The sign contractor shall repair any damage to the building caused by his work. All penetrations of the building shall be neatly sealed in a watertight condition and shall be patched to match the adjacent finish to Landlord's satisfaction. Damage to the building that is not repaired by the sign contractor shall be corrected at Tenant's expense.
   d. Landlord will inspect Tenant's sign installation and require Tenant to have any discrepancies and/or code violations corrected at Tenant's expense.

6. **LOCATION:**
   a. All signs shall be centered on sign fascia vertically and horizontally as detailed on the attached drawings.

7. **GUARANTEE:**
   The entire sign display shall be guaranteed for one (1) year against defects in material and workmanship. Defective parts shall be replaced without charge.

8. **INSURANCE:**
   Tenant's sign contractor shall carry workmen's compensation and public liability insurance against all damages suffered or done to any and all persons and/or property while engaged in the construction or installation of signs in the amount of $1,000,000 per occurrence.

9. **SIZE OF LETTERS:** As adapted from Agenda Report 8/4/94 – Conditional Use Permit 94-10 (Countryside Plaza – Page 12, Section III Building Signs).

   Definitions: ***Major Tenant*** – Tenants in spaces identified as Wal-Mart, Department Store, Market or those tenants occupying 20,000 sq. ft. or more of floor space.
   Specialty Store(s) – Tenants in spaces S-1 and S-2, or those occupying 8,000 to 19,999 sq. ft. of space.
   Minor Tenants/Inline Stores: - Those tenants occupying 7,999 sq. ft. or less of space (including pad sites).

   a. **Letter size: Majors = 48"; Specialty – 36"; Minors – 24"**
   b. Product/Service identification signs: 18" (Allowed for Wal-Mart and Market only. Located on "Color Bands" only, and charged against allowable sign area).
   c. Sign Area: **Majors:** 1 sq. ft. to 1 ln ft. of frontage, not to exceed base of 70% of building frontage.
      Specialty: 1 sq. ft. to 1 ln ft. of frontage, not to exceed base of 70% of building frontage.
      Minor (Inline): 1.5 sq. ft. to 1 ln ft. of frontage, not to exceed a base of 80% of leased space frontage.

   Note: Freestanding buildings (D, E, G, K and L), pad sites (1, 2 & 3) and "inline" corner spaces may count up to two sides of leased space frontage, which faces onto a public street or parking area. In-line minor tenants may count only one side facing onto a parking area or street.

10. **NUMBER:**
    Each in line tenant will be permitted one (1) sign unless the Premises has frontage on more than one side, in which case, Landlord and City must approve the number of signs.

11. **SIGN COPY:**
    Wording of signs shall not include the product sold except as part of the tenant name, insignia, or logo.

12. **COLOR:**
    Variations of color from one Tenant to another is encouraged. All letters of the sign shall be one color. Logo colors may differ from sign color. The trim caps and returns are to be dark bronze.

13. **LOGOS:**

Tenant will be permitted to display one (1) logo at each sign location subject to Landlord's approval. The logo area shall be included within the sign area limitation. The logo shall be defined as a graphic symbol commonly used by the Tenant for identification. The logo shall have a metal channel outline of the symbol with construction as required for Tenant's channel letters.

14. STORE FRONT AND RECEIVING DOOR SIGNAGE.

a. Tenant shall be permitted to place a sign of not more than 144 square inches at the bottom of the window panel adjacent to the store front entry door. The sign shall use decals or adhered lettering indicating hours of business, emergency phone numbers, approved credit cards, etc. No other window signage will be permitted at any time.

Each tenant who has a non-customer door for receiving merchandise may have uniformly applied on said door in one location, as directed by the Landlord, in 2" high block letters, the Tenant's name and address. Where more than one Tenant uses the same door, each name and address shall be applied.

15. PROHIBITED SIGNAGE:

a. Except as provided herein, no advertising placards, external displays, decorative lighting, flags, balloons, banners, pennants, names, insignia, trade marks or other descriptive material, sale material, hand made signage, or window painting shall be affixed or maintained upon either the exterior or exterior glass panes and supports of the show windows and doors or upon the exterior walls of the building.

b. Signs on or affixed to trucks, automobiles, trailers or other vehicles which advertise, identify, or provide direction to a use or activity not related to its lawful making of deliveries of sales or merchandise or rendering of services from such vehicles is prohibited.

16. EXPIRATION OF LEASE TERM:

At the expiration or a sooner termination of Tenant's lease term, Tenant shall remove its sign and patch the sign fascia to match the adjacent finish to the Landlord's satisfaction.

17. MAJOR TENANTS:

The provisions of this sign criteria shall not be applicable to identification signs of occupancies designated by the Landlord as major tenants. These tenants may install their standard signage, which appears on buildings operated by them in California providing the signs are architecturally compatible and have been approved by the Landlord and the City of Turlock.

18. FREE STANDING SIGNS.

The intent of this Center is to incorporate major tenants onto two (2) free standing center pylon signs or the monument signs for pad users, rather than have individual pole signs. The vinyl copy to be installed by Tenant onto existing white plex panels must be approved and permitted by the City of Turlock prior to installation. The Tenant may have its standard copy style and colors.

EXHIBIT "E"

COUNTRYSIDE PLAZA
EXCLUSIVE USES

Tenant may not use the Premises for any of the exclusive uses granted or expected to be granted to tenants of the Shopping Center as reproduced below. This list is subject to change. More detailed information is provided in the individual leases.

1. **Save Mart Supermarkets**:

A. Rights to Sell Food. Landlord hereby grants to Tenant the exclusive right to sell in the Shopping Center the following items (whether canned, fresh, frozen or smoked): groceries, meats, meat products, fish, poultry, fruits, vegetables, dairy products, and alcoholic beverages for off-premises consumption. Landlord covenants that no other portion of the Shopping Center will be used for the purpose of selling, serving, or handling any of the aforementioned items for off-premises consumption. In addition to the above, Landlord hereby grants to Tenant the nonexclusive right to sell any other items ordinarily sold from time to time in its supermarkets. The provisions of this Paragraph A shall terminate and be of no further force and effect if a grocery store of at least 25,000 square feet is not operated on the Demised Premises for a period of one (1) year or more, except for temporary closings because of remodeling, repairs, alterations, strikes, lockouts, fire or other casualty, acts of God, governmental orders or regulations, or other causes (except financial) beyond the reasonable control of Tenant.

2. **Del Taco**: Landlord agrees that it will not lease space in the Shopping Center for the operation of a fast-food, drive-through Mexican restaurant so long as Tenant is open and operating for such use under the terms of this Lease, excluding temporary closures for a casualty or remodeling. The foregoing restrictions shall not apply to any tenant leasing in excess of 20,000 square feet of building, nor to any tenant whose lease is in effect as of the date of this Lease, nor shall it prohibit Landlord from leasing space to a restaurant whose primary business is the sale of "fresh Mex" Mexican or southwestern food.

3. **IHOP**:

Section 2.7 Family Restaurant Restriction. For a period of thirty-five (35) years commencing on the date of recording of this Amendment, no portion of the Shopping Center except the IHOP Parcel may be used for the operation of any family restaurant or coffee shop offering breakfast, lunch and dinner, such as, without limitation, The Village Inn, Bob's Big Boy, Shoney's, Denny's, Perkins', Waffle House, Baker's Square, Coco's, JB's, Allie's, Cracker Barrel, Marie Callender's (unless breakfast items are not offered), Friendly's, or Bob Evans' Farms, it being the intention of the parties hereto to prohibit any food service operation that would directly compete with an International House of Pancakes® restaurant; PROVIDED HOWEVER, that the foregoing restriction shall not be applicable to: (a) any food service operation occupying a floor area of less than two thousand (2,000) square feet in premises that are separately leased or owned by that food service operation and do not comprise a portion of a larger space leased or owned by a non-food-service retailer or service provider; (b) any food service operation occupying a floor area of more than ten thousand (10,000) square feet in premises that are separately leased or owned and occupied solely by that food service operation; (c) any so-called "fast food" operation such as McDonald's, Burger King, Wendy's, Taco Bueno, Taco Bell, or Whataburger; or (d) any food service operation located inside the building on the Save Mart Parcel, as depicted on Exhibit B to the Declaration, the intention being that if, at any time, additional buildings are constructed on the Save Mart Parcel, then the restriction set forth in this Section 2.7 shall be applicable to any and all such additional buildings; and PROVIDED FURTHER that the foregoing restriction will continue in effect only so long as IHOP or its successors, assigns, tenants, or subtenants operates a family restaurant or coffee shop on the IHOP Parcel, except that the restriction will remain in effect prior to and during the period of the initial construction of the improvements on the IHOP Parcel and during periods of damage, destruction, repair, restoration, or remodeling of the improvements, until such time as the repair, restoration, or remodeling can reasonably be completed.

4. **Magic Cuts**: Tenant shall have the exclusive right in the shopping center to operate a business primarily engaged in the operation of a full service hair salon, provided that other tenants may operate such businesses as an incidental part of their business; provided that they do not hold themselves as primarily a full service hair salon or solicit full hair salon services. None of the exclusive business rights granted to Tenant herein shall be applicable to or affect the premises marked Wal-Mart, Department Store, Jr. Anchor, Fashion Bug, or Pads as marked on Exhibit "A" to this Lease. This exclusive business right shall be in effect as long as Tenant is operating for business in the Premises and is not in default of the Lease.

5. **Baskin-Robbins**:

Exclusive 7.2. Landlord hereby agrees and covenants that no other part of the Center, as defined on Exhibit "A", to not include the parcels known as phase III, IV, or V with a grocery store or as yet unnamed tenant's as the anchor, shall be leased or used for the purpose of selling machine dispensed or hand packed ice cream, ices, sherbets, frozen desserts, yogurt, confectionery products, baked goods or other related products including sales both in bulk and individual portions; or operating a soda fountain and selling soda fountain items, and that Tenant shall have the exclusive right to conduct said kind of business within the Center. Said exclusive right of Tenant shall cease in the event of a change of use of the Premises to a different kind of business. The term "soda fountain item" shall include malts, shakes, floats, sodas, sundaes, freezes, banana splits and any other combinations of soda water, syrups, fruits, toppings, ice cream, yogurt, ices and similar products normally associated with a soda fountain. Nothing herein contained, however, shall limit the 1) sale by a grocery store (if one exists) of prepackaged ice cream, prepacked yogurt, bottled or canned soft drinks or the sale of ice cream and related products by a restaurant or coffee shop for consumption On Site as a dessert incidental to their menu and not as a specialty; or 2) the use of the buildings marked Major 1, Department Store, Pad(s), on Exhibit "A" from being used for the foregoing purposes; or 3) the incidental sale of the foregoing items in any part o the Center provided such user is not an ice cream store, yogurt store or soda fountain. By definition the term "On Site" shall be deemed to prohibit the utilization of cones or other disposable containers. Notwithstanding anything herein to the contrary, the benefits and burdens of this Exclusive clause shall be deemed to run with the land and apply equally to and be enforceable against all successors in interest to Landlord and Tenant.

6. **Staples**: Subject to Section 5.3, no part of the Complex nor any property north of the Complex as depicted on Exhibit G if acquired and developed by Landlord or by an entity under common control with Landlord shall be used for the sale of office equipment (including computers), office furniture or office supplies, or the provision of any office services then provided by Tenant.

7. **Supercuts**:

Section 6.01 Use of Premises. (b) Tenant shall have the exclusive right to operate a business primarily engaged in the operation of a discount, non-appointment hair salon only, provided that other Tenants may operate such businesses as an incidental part of their business; provided that they do not hold themselves as a discount, non-appointment hair salon. None of the exclusive business rights granted to Tenant herein shall be applicable to or affect the premises marked Wal-Mart, Department Store, S-1, any Tenant occupying over 15,000 square feet marked on Exhibit "A", or any tenant with a Lease in existence prior to the execution of this Lease. Landlord also reserves the right to lease to a full service hair salon. This provision is only in effect so long as Tenant is conducting business in the premises as permitted in the use clause.

8. **GNC**: Landlord covenants and agrees that, subsequent to the execution of this Lease, Landlord shall not enter into any leases with other tenants of the Shopping Center which contains a use clause permitting the tenant to conduct a business for the primary purpose of the sale of health foods, vitamins or mineral supplements.

9. **Massage Me, Inc.**: Landlord shall not lease space to another massage (foot reflexology and body) in tract B (East) section of the shopping center as defined in Exhibit A of this agreement during the term of the lease, other than those that may be currently performing these types of services in the shopping center shall be excepted.

10. **Titan Auto Insurance of New Mexico, Inc.:** Landlord shall not lease space to another non-standard auto insurance brokerage during the term of the lease.

11. **Sally Beauty Company:** Tenant shall have the exclusive right to operate a business primarily engaged as a store whose primary product is beauty supplies provided that other tenants, may operate such businesses as an incidental part of their business; provided that they do not hold themselves as a business whose primary product is beauty supplies. None of the exclusive business rights granted to Tenant herein shall be applicable to or affect the premises marked "JC Penney", "Wal-Mart", or "Pad" or any Tenant over 15,00 square feet as marked on Exhibit "A" or any leases in existence prior to execution of this lease. This exclusive business right shall be in effect as long as Tenant is not in default of the terms of this lease and Tenant is operating in the premises as permitted in the permitted use clause of this Lease.

12. **Don Roberto Jewelers:** During the entire term of the Tenant's lease, including any option periods and/or extensions Landlord agrees that Tenant shall have the exclusive right to sell "fine jewelry" and agrees not to lease any other space within the shopping center parcels owned by the Landlord, its related entities, or it's successors to a Tenant operating primarily as a jewelry store, pawn shop, or precious metals, diamond, or gem buyer and/or dealer. The term "primarily" shall be defined as a Tenant's whose gross sales of jewelry exceeds 30% of their total sales.

13. **Farmers Insurance:** Landlord shall not lease space to another Insurance Agency (Standard Insurance, Non-Brokerage) in tract B (East) section of the shopping center as defined in Exhibit A of this agreement during the term of the lease, other than those that may be currently performing these types of services in the shopping center shall be excepted.

14. **Parrot Cellular (AT & T)** Landlord shall not lease space to another tenant as a retail sales of cellular phones in Tract B (East) section of the Shopping Center as defined in Exhibit A of this agreement during the term of the Lease. This restriction shall not apply to existing tenants currently performing, or permitted to perform, these types of services in the Shopping Center.

"Exhibit F"

Rules and Regulations

Tenant agrees to the establishment of the following Rules and Regulations, as they may be amended or modified by Landlord from time to time upon prior written notice to Tenant pursuant to Section 5.2 (c) of the Lease. Tenant will adhere to the Rules and Regulations and will cause the Tenant Parties to abide and conform to the Rules and Regulations. Tenant acknowledges that a breach of the Rules and Regulations will constitute an event of default as set forth in Section 12.1 of the Lease. These Rules and Regulations are intended for the mutual benefit of all tenants within the Shopping Center for the purpose of preserving and facilitating a first-class retail establishment necessary for the safe and successful operation of all businesses located within the Shopping Center.

1. All deliveries of shipments of any kind to and from the Premises, including loading and unloading of goods will be made only in a manner not disrupting the use of the Common Area by other tenants, their employees and customers. Materials delivered to the Premises are not to be stored at or left in front of the Premises and at all times are to be received inside the Premises by Tenant or its employees.

2. Tenant will keep the areas immediately adjoining the Premises and at the rear of the Premises clean and free from dirt and rubbish caused by Tenant and their employees, agents and invitees. Tenant will not store trash or garbage in or about the Common Area.

3. Intentionally Removed.

4. Tenant acknowledges that the Common Area is for the mutual use and benefit of all tenants of the Shopping Center and to their respective employees and customers. There is no assigned right or exclusive use to walkways and parking spaces adjacent to the Premises by the Tenant.

5. Pursuant to Section 13.03 (e) of the Lease, Tenant and its employees shall park their vehicles only in those portions of the Common Areas from time to time designated for that purpose by Landlord. Subject to Section 13.03 (e) of the Lease, Landlord shall have the right to re-designate employee parking areas by delivering written notice to affected tenants of the Shopping Center. Tenant shall comply with any such re-designation of employee parking areas upon receipt of such written notice.

6. Tenant must observe strict care and caution that all water faucets or other utility apparatus are entirely shut off before Tenant or Tenant's employees leave the Premises so as to conserve water and other utilities.

7. No vending machine or machines of any description will be installed, maintained, or operated upon the Premises without the written consent of Landlord.

8. Tenant will see that the windows and doors of the Premises are closed and securely locked before leaving the Premises. No additional locks or bolts of any kind will be placed upon any of the doors or windows by Tenant, nor will any changes be made in existing locks or the mechanism of such locks, without the consent of Landlord.

9. Tenant will not install, suffer or permit to be installed or placed in or upon the Premises any cover, fascia, partition, decoration, alteration or improvement or the like over, upon or under the sprinkler heads within the Premises. All sprinkler heads are to remain exposed at all times.

10. Tenant will not place, suffer or permit displays, decorations or shipping carts in the Shopping Center or on the sidewalks in front of or at the rear of the Premises or on or upon any of the parking or other Common Area of the Shopping Center.

11. Neither Tenant nor any other person on behalf of Tenant, without the prior written discretionary consent of Landlord, will utilize all or any portion of the Common Area for any of the following purposes: (a) to vend, peddle, or solicit orders for sale or distribution of any merchandise, device, service, periodical, book, pamphlet, or other matter whatsoever; (b) to exhibit any sign, placard, banner, notice, or other written material; (c) to solicit signatures on any petition or for any other purpose, disseminate any information in connection therewith, or distribute any circular, booklet, handbill, placard, or other material which has no relationship to any purpose for which the Shopping Center was built or is being used; (d) to solicit membership in any organization, group, or association, or contribution for any purpose which has no relationship to the Shopping Center; (e) to parade, rally, patrol, picket, demonstrate, or engage in any conduct which might tend to interfere with or impede the use of any of the Common Area by any customer, business invitee, employee of the Shopping Center, or which creates a disturbance, attracts attention,

or tends to harass, annoy, disparage, or be detrimental to the interest of any of the retail establishments within the Shopping Center; (f) to use any portion of the Common Area for any purpose when all the retail establishments within the Shopping Center are closed; or (g) to use any sound-making device of any kind or create or produce in any manner noise or sound that is annoying, unpleasant, or distasteful to any other tenants or their employees or business customers. The listing of specific items as being prohibited is not intended to be exclusive, but to indicate in general the manner in which the right to use the Common Area solely as a means of access and convenience in shopping at the retail establishments in the Shopping Center is limited and controlled by Landlord for the benefit of all tenants and their business operations.

12. Landlord will have the right but not the obligation to remove or exclude from or to restrain (or take legal action to do so) any unauthorized person from, or from coming upon, the Shopping Center or any portion thereof, and to prohibit, abate, and recover damages arising from any unauthorized act, whether or not such act is in express violation of the Rules and Regulations. Landlord reserves the right to exclude or expel from the Shopping Center any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who in any manner does any act in violation of any of the Rules and Regulations of the Shopping Center. Landlord will in no case be liable for damages for any error with regard to the admission to or exclusion from the Shopping Center of any person. In case of invasion, mob, riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Shopping Center during the continuance of the same by closing the doors or otherwise, for safety of the Shopping Center and of the Occupants of the Shopping Center.

13. The sidewalks, halls, passages, exits, and entrances will not be obstructed by the Tenant or used for any purpose other than for ingress to and egress from the Premises. The halls, passages, exits, entrances and terraces are not for the use of the general public, and Landlord in all cases retains the right to control and prevent access thereto by all persons whose presence in the judgment of Landlord will be prejudicial to the safety, character, reputation, and interest of the Shopping Center and its tenants, and their respective employees and customers, provided that nothing herein contained will be construed to prevent such access to the Premises to persons with whom Tenant normally deals in the ordinary course of business unless such persons are engaged in illegal activities. Neither Tenant nor any employee, agent or other person will go upon the roof of the Building.

14. Landlord reserves the right by written notice to Tenant, to rescind, alter, or waive any Rule or Regulation at any time prescribed for the Shopping Center when in Landlord's judgment it is necessary, desirable, or proper for the best interest of the Shopping Center. Written notice of such Rules and Regulations and amendments and supplements thereto, if any, will be given to Tenant at the address for notices set forth in the Lease.

SCHEDULE#1

STANDARD EXCLUSIONS FROM COMMON AREA EXPENSES

l. Standard Exclusions from Common Area Charges. Notwithstanding anything contained in the Lease, no expenses incurred for the following shall be included in Common Area Charges:

a. Rent on any ground lease;

b. Costs associated with structural repairs or capital improvements (related to any items that must be capitalized according to GAAP), additions or alterations to the Common Areas or the Shopping Center (including, but not limited to, those relating to the roofs and parking lots or amortization of any of the foregoing (except the amortization of any capital improvements made to the Shopping Center which as of the date incurred were reasonably intended and expected by Landlord to reduce Common Area Charges);

c. Cost of correcting defects in the initial design or construction of the Shopping Center or expansion or any repairs resulting from inferior or deficient workmanship;

d. Except as to the obligations of the Tenant set forth in the Lease as to the Premises, costs or expenses incurred by Landlord in bringing the Shopping Center, or any portion thereof, into compliance with any applicable federal, state or local statutes, codes, ordinances or rules;

e. Except as to the obligations of the Tenant set forth in the Lease as to the Premises, costs of any required corrective action with respect to Hazardous Substances in the Shopping Center;

f. Fines or penalties incurred due to violations by Landlord of any governmental rule or authority other than as a result of the errors or omissions of Tenant;

g. Costs relating to the restoration and/or repair obligations of Landlord with respect to the Shopping Center or the Premises following casualty damage or condemnation except that Common Area Charges may include the cost of commercially reasonable insurance deductibles as to insurance maintained by Landlord with respect to the Common Areas in the event of Landlord's repair of the Common Areas following casualty damage;

h. Repairs and maintenance for items that are covered by guarantees or service contracts, provided that costs of maintaining such guarantees or service contracts shall be included in Common Area Charges;

j. Reserves for anticipated future expenses;

k. Except as to the provisions set forth in the Lease as to the Premises of Tenant, legal and other professional fees;

l. Advertising or promotional expenses, including, but not limited to, those relating to Christmas or other seasonal decorations or promotional events;

m. Repairs occasioned by fires, windstorm, or other casualty, to the extent such repairs are required to be covered by insurance pursuant to this Lease, and any items for which Landlord is reimbursed by insurance;

n. Bad debt losses, rent losses or reserves for bad debts or rent losses;

o. Interest or penalties incurred as a result of Landlord's failure to pay any bill as it shall become due;

p. Costs resulting from the gross negligence of Landlord, its agents, employees and/or independent contractors;

q. Costs of leasing any item other than items whose purchase price would be included in reimbursable expenses hereunder;

r. Expenses related to management offices, utility rooms and storage areas;

s. Individual compensation, benefits, or other expenses with respect to employees, officers, executives or on- or off-site management or administrative personnel of Landlord, or third parties engaged by Landlord to provide such services, or any other costs or expenses relating to administrative, bookkeeping, accounting, management or similar services or functions with respect to the Shopping Center;

t. Any amount paid to any corporation or other entity related to Landlord or to the managing agent of Landlord which is in excess of the amount which would have been paid in the absence of such relationship;

u. Costs in excess of fair market expenses;

v. Costs related to the operation of Landlord as an entity rather than the operating of the Shopping Center, including the cost and formation of the entity, internal accounting, legal matters, preparation of tax returns, etc.;

w. Costs associated with refinancing the Shopping Center, including points and closing fees;

x. Costs associated with marketing or selling Shopping Center or any interest therein, or converting the Shopping Center to a different form of ownership;

y. Trustee fees;

z. Costs of garbage removal and maintenance and repair of common garbage areas of other tenants if Tenant has an exclusive and enclosed garbage area which it maintains and repairs and from which it removes its own garbage at its sole cost pursuant to this Lease;

aa. Costs of any utility, maintenance, service, or repair provided exclusively to any leased or leasable premises in the Shopping Center or any portion of the Common Areas which provide income other than rental income for Landlord;

bb. Leasing commissions. attorneys' fees, costs and disbursements, and other expenses (including advertising) incurred in connection with leasing, renovating, or improving space for tenants or other occupants or prospective tenants or occupants of the Shopping Center or development of other properties and costs;

cc. Costs (including permit, license, and inspection fees) incurred in renovating or otherwise improving or decorating, painting or redecorating space for tenants or other occupants or vacant space;

dd. Landlord's costs of any services sold to tenants or other occupants for which Landlord is entitled to be separately reimbursed by such tenants or other occupants as an additional charge or rental over and above the basic rent and escalations and reimbursements of common area expenses payable under the lease with such tenant or other occupant, and costs associating with valet parking (including wages and other expenses) unless provided to all portions of the Shopping Center;

ee. Costs incurred in connection with the original construction or expansion of the Shopping Center, including any interest or payments on any financing;

ff. Any depreciation and amortization of the Building of which the Premises are a part or other buildings and improvements within the Shopping Center;

gg. Expenses in connection with services or other benefits of a type provided to some but not all tenants or not available to Tenant, such as (by way of illustration and not in limitation) special services provided to food court tenants, and garbage removal (if Tenant is maintaining and removing garbage from its own trash dumpster at Tenant's expense and not using the Shopping Center's dumpster);

hh. Damages recovered by any tenant due to violation by Landlord of any of the terms and conditions of any lease or any other lease relating to the Shopping Center;

ii. Interest on debt or amortization payments on any mortgages (including points) or deeds of trust or any other debt for borrowed or advanced money, except as expressly permitted herein;

jj. Any compensation paid to clerks, attendants, or other persons in commercial concessions operated by Landlord;

kk. Any cost related to the operation of Landlord as an entity rather than the operating of the Shopping Center, including the cost and formation of the entity, internal accounting, legal matters, preparation of tax returns, etc.;

ll.. Repairs and maintenance of any pylon or other sign which does not include any Tenant signage but does include signage of other tenants or occupants of the Shopping Center.

FIRST AMENDMENT TO LEASE
(Store # HTB 298 – Turlock, CA)

THIS FIRST AMENDMENT TO LEASE (this "**Amendment**") made and entered into effective as of June 24th, 2020 (the "**Effective Date**"), by and between Nine Islands I, LLC, a California limited liability company ("**Landlord**"), and OCB Restaurant Company, LLC., a Minnesota limited liability company ("**Tenant**").

RECITALS:

WHEREAS, Landlord and Tenant are current parties to that certain lease dated December 31, 2019 (the "Lease") by which Landlord is leasing to Tenant certain premises described therein (the "Demised Premises") identified by Tenant as Store # 298 with a street address at 1665 COUNTRYSIDE DR, TURLOCK, CA;

WHEREAS, Tenant has requested a deferral in the payment of rent and other monetary obligations due under the Lease in connection with the extraordinary measures being taken in response to the Covid-19 outbreak ("Covid-19 Outbreak") and Landlord has agreed to a deferral of such rent and other monetary obligations; and

WHEREAS, the parties desire to amend the Lease in the manner hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, the Lease is hereby amended as follows:

AGREEMENT:

1. Defined Terms. All capitalized terms used in this Amendment not otherwise defined herein shall have the meanings ascribed to such terms in the Lease.

2. Deferral of Rent

The rent deferral granted in this Amendment is $ 56,000.00 ("Deferred Base Rent") which includes the Rent, owed under the Lease from April 1, 2020 throughout July 31, 2020 as follows:

	Base Rent
April, 2020	$14,000.00
May, 2020	$14,000.00
June, 2020	$14,000.00
July, 2020	$14,000.00

Tenant and Landlord hereby agree that such Deferred Rent ($56,000.00) shall be paid to Landlord in twelve (12) equal monthly installments in an amount of $4,666.67 each commencing January 1, 2021 and due on the 1st of each month thereafter.

3. As a condition of the Landlords agreement to defer amounts due pursuant to the Lease the following arrearages and future payments to be paid as follows:

	CAM	Property Taxes
To be paid upon execution:		
April, 2020 – CAM 2019 CAM reconciliation (credit) 2020 CAM catchup (1-3/20)	$1,704.02 ($2,706.20) $604.94	
May, 2020	$1,704.02	
June, 2020	$1,704.02	
July, 2020	$1,704.02	
Property Taxes		$18,732.32

4. Landlord agrees to waive all late fees charged and future pursuant to the lease for the period February, 2020 through July, 2020 in the amount of $775.19 per month.

5. Entire Agreement; Ratification; Successors This Amendment contains all of the agreements and understandings of the parties hereto with respect to the matters contained herein, and no prior agreement, arrangement or understanding pertaining to any such matters shall be effective for any purpose. No prior or contemporaneous oral or written understandings or representations other than as set forth in this Amendment shall be enforceable against either party. Nothing in this Amendment shall be deemed to waive or modify any of the provisions of the Lease, except as expressly stated herein. The Lease shall remain unmodified and, as hereby amended, is ratified and confirmed. The provisions of this Amendment shall bind and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto

6. Authority Each signatory of this Amendment represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

7. Conflict In the event of any conflict between the original terms of the Lease and this Amendment, this Amendment shall prevail.

8. Counterparts and Electronic Signatures This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. The parties agree to accept a digital image (including but not limited to an image in the form of a PDF or other e-signature) of this document, if applicable, reflecting the execution of one or both of the parties, as a true and correct original

IN WITNESS WHEREOF, this Amendment is entered into by the parties as of the day and year first above written.

"LANDLORD"

Nine Islands I, LLC,

a California limited liability company

By: _____

Name: Joseph B. Vieira

Title: Manager

"TENANT"

OCB Restaurant Company, LLC.,
a Minnesota limited liability company

By: _____

Name: Martin Cortes

Title: Chief Financial Officer

ATTACHMENT 2
Proof of Claim (Case No. 12-30726)
Debtor: OCB Restaurant Company, LLC
Creditor: Nine Islands I

Financial Analysis

OCB Restaurant Company Analys

Pre and Post BK breakdowr

Date	Fixed Minimum Rent Lease 3.0	Additional Rent Lease 3.0	Real Estate Taxes Lease 4.0	Monthly Total B+C+I	Payments	4/20-7/20 Deferral	2021 Payback	Balance	Pre-BK filin 4/20/2021	Post-BK filin 4/20/2021
20-Jan	14,000.00	1502.37		15,502.37	(15,502.37)			(0.00)		
20-Feb	14,000.00	1502.37		15,502.37	(15,502.37)			(0.00)		
Mar-20	14,000.00	1502.37	18,732.32	34,234.69				34,234.69		
Apr-20	14,000.00	(397.24)	-	13,602.76		(14,000.00)		33,837.45		
May-20	14,000.00	1,704.02		15,704.02		(14,000.00)		35,541.47		
Jun-20	14,000.00	1,704.02		15,704.02	(15,502.37)	(14,000.00)		21,743.12		
Jun-20				-	(23,447.14)			(1,704.02)		
Jul-20	14,000.00	1,704.02		15,704.02		(14,000.00)		0.00		
Aug-20	14,000.00	1,704.02		15,704.02	(15,704.02)			0.00		
Sep-20	14,000.00	1,704.02		15,704.02				15,704.02		
Oct-20	14,000.00	1,704.02		15,704.02				31,408.04		
Nov-20	14,000.00	1,704.02		15,704.02				47,112.06		
Nov-20			19,048.22	19,048.22				66,160.28		
Dec-20	14,000.00	1,704.02		15,704.02				81,864.30		
Jan-21	14,000.00	1,704.02		15,704.02			4,666.67	102,234.99		
Feb-21	14,000.00	1,704.02		15,704.02			4,666.67	122,605.68		
Mar-21	14,000.00	1,704.02	19,048.22	34,752.24			4,666.67	162,024.59		
Mar-21			19,048.22	19,048.22				181,072.81	181,072.81	
Apr-21	14,000.00	1,704.02		15,704.02			4,666.67	201,443.50	13,580.46	6,790.23
May-21	14,000.00	1,704.02		15,704.02			4,666.67	221,814.19		20,370.69
Jun-21	14,000.00	1,704.02		15,704.02			4,666.67	242,184.88		20,370.69
Jul-21	14,000.00	1,704.02		15,704.02			4,666.67	262,555.57		20,370.69
Aug-21	14,000.00	1,704.02		15,704.02			4,666.67	282,926.26		20,370.69
Sep-21	14,000.00	1,704.02		15,704.02			4,666.67	303,296.95		20,370.69
Oct-21	14,000.00	1,704.02		15,704.02			4,666.67	323,667.64		20,370.69
Nov-21	14,000.00	1,704.02		15,704.02			4,666.67	344,038.33		20,370.69
Nov-21			19,429.18	19,429.18				363,467.51		19,429.18
Dec-21	14,000.00	1,704.02		15,704.02			4,666.63	383,838.16		20,370.65
Jan-22	14,000.00	1,704.02		15,704.02				399,542.18		15,704.02
Feb-22	14,000.00	1,704.02		15,704.02				415,246.20		15,704.02
Mar-22	14,000.00	1,704.02		15,704.02				430,950.22		15,704.02
Mar-21			13,600.43	13,600.43				444,550.65		13,600.43
Apr-22	9,333.80	1,136.07		10,469.87				455,020.52		10,469.87
									194,653.27	260,367.25

455,020.52
Total

Northern District of Texas
Claims Register

21-30726-sgj11 OCB Restaurant Company, LLC

Judge: Stacey G. Jernigan **Chapter:** 11

Office: Dallas **Last Date to file claims:** 08/30/2021

Trustee: **Last Date to file (Govt):** 11/29/2021

Creditor: (19494455)
Nine Islands I, a California limited liability company
c/o The Vieira Company
Attn: Joseph Vieira, Manager
227 N. Santa Cruz Ave., Suite B
LOS GATOS, CA 95030

Claim No: 8
Original Filed Date: 08/19/2021
Original Entered Date: 08/19/2021

Status:
Filed by: CR
Entered by: Admin
Modified:

Amount claimed: $455020.52

History:

Details 8-1 08/19/2021 Claim #8 filed by Nine Islands I, a California limited liability company, Amount claimed: $455020.52 (Admin)

Description:

Remarks:

Claims Register Summary

Case Name: OCB Restaurant Company, LLC
Case Number: 21-30726-sgj11
Chapter: 11
Date Filed: 04/20/2021
Total Number Of Claims: 1

Total Amount Claimed*	$455020.52
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative		