

Fill in this information to identify the case:

Debtor 1 Tahoe Joe's Inc.

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Northern District of Texas, Dallas Division

Case number 21-30725-11

E-Filed on 08/23/2021
Claim # 310

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?	
<u>SY Ventures III, LLC</u> 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?	
<input checked="" type="checkbox"/> No <input type="checkbox"/> 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)
	<u>Jeffrey D. Montez</u> Name
	<u>Bower & Associates, APLC PO Box 11748</u> Number Street
	<u>Newport Beach</u> <u>CA</u> <u>92658</u> City State ZIP Code
	Contact phone <u>(949) 719-1151</u>
	Contact email <u>jeff@labowerlaw.com</u>
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____
4. Does this claim amend one already filed?	
<input checked="" type="checkbox"/> No <input type="checkbox"/> 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?	
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

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? \$ 277,948.84. 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 health care information.
Commercial Real Property Lease

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. \$ 277,948.84

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)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check one:

☐ 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.

Amount entitled to priority

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

* Amounts are subject to adjustment on 4/01/22 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 08/23/2021
MM / DD / YYYY

/s/ Jeffrey D. Montez
Signature

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

Name Jeffrey D. Montez, Esq.
First name Middle name Last name

Title Attorney for SY Ventures III, LLC

Company Bower & Associates, APLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address
Number Street

City State ZIP Code

Contact phone Email

Attachment 1 - Proof of Claim Damages Worksheet - Tahoe Joe 8-16-2021.pdf

Description - Attachment to Proof of Claim - Summary of Damages

**ATTACHMENT TO PROOF OF CLAIM
CASE NO. 21-30725-11**

Tahoe Joe's Inc.
Landlord: SY Ventures III, LLC
Tenant: Tahoe Joe's Inc.
3968 Grand Avenue, Suite 100, Chino, California 91710

Date of Bankruptcy Petition 4/20/21
Date of Lease Expiration 10/31/20

PREPETITION RELIEF

Jan-20	Minimum Annual Rent	\$12,113.60	
Feb-20	Minimum Annual Rent	\$12,113.60	
Mar-20	Minimum Annual Rent	\$12,113.60	
Apr-20	Minimum Annual Rent	\$12,113.60	
May-20	Minimum Annual Rent	\$12,113.60	
Jun-20	Minimum Annual Rent	\$12,113.60	
Jul-20	Minimum Annual Rent	\$12,113.60	
Aug-20	Minimum Annual Rent	\$12,113.60	
Sep-20	Minimum Annual Rent	\$12,113.60	
Oct-20	Minimum Annual Rent	\$12,113.60	
TOTAL MINIMUM ANNUAL RENT			\$121,136.00

Jan-20	Monthly Common Area Expense Estimate	\$1,203.38	
Jan-20	Real Property Tax Estimate	\$2,027.00	
Jan-20	Insurance Estimate	\$48.59	
Feb-20	Monthly Common Area Expense Estimate	\$1,203.38	
Feb-20	Real Property Tax Estimate	\$2,027.00	
Feb-20	Insurance Estimate	\$48.59	
Mar-20	Monthly Common Area Expense Estimate	\$1,203.38	
Mar-20	Real Property Tax Estimate	\$2,027.00	
Mar-20	Insurance Estimate	\$48.59	
Apr-20	Monthly Common Area Expense Estimate	\$1,203.38	
Apr-20	Real Property Tax Estimate	\$2,027.00	
Apr-20	Insurance Estimate	\$48.59	
Apr-20	2019 CAM Reconciliation	-\$106.86	
May-20	Monthly Common Area Expense Estimate	\$1,203.38	
May-20	Real Property Tax Estimate	\$2,027.00	
May-20	Insurance Estimate	\$48.59	
Jun-20	Monthly Common Area Expense Estimate	\$1,203.38	
Jun-20	Real Property Tax Estimate	\$2,027.00	
Jun-20	Insurance Estimate	\$48.59	
Jul-20	Monthly Common Area Expense Estimate	\$1,203.38	
Jul-20	Real Property Tax Estimate	\$2,027.00	
Jul-20	Insurance Estimate	\$48.59	
Aug-20	Monthly Common Area Expense Estimate	\$1,203.38	
Aug-20	Real Property Tax Estimate	\$2,027.00	
Aug-20	Insurance Estimate	\$48.59	
Sep-20	Monthly Common Area Expense Estimate	\$1,203.38	
Sep-20	Real Property Tax Estimate	\$2,027.00	
Sep-20	Insurance Estimate	\$48.59	
Oct-20	Monthly Common Area Expense Estimate	\$1,203.38	
Oct-20	Real Property Tax Estimate	\$2,027.00	
Oct-20	Insurance Estimate	\$48.59	
TOTAL ADDITIONAL RENT			\$32,682.84

Oct-20	Cleanup	\$850.00	
		TOTAL COSTS	\$850.00

INDUCEMENT RECAPTURE (TENANT IMPROVEMENT ALLOWANCE) **\$134,000.00**

SECURITY DEPOSIT **-\$10,720.00**

TOTAL PREPETITION DAMAGES **\$277,948.84**

TOTAL POSTPETITION DAMAGES **\$0.00**

TOTAL AMOUNT OF CLAIM **\$277,948.84**

Attachment 2 - Lease Attachment for Proof of Claim reduced size.pdf

Description - Attachment to Proof of Claim - Lease agreement

CHINO SPECTRUM MARKETPLACE
CHINO, CALIFORNIA

LEASE

by and between

SY VENTURES III, LLC, a California limited liability company
“Landlord”

and

LA CREPERIE CHINO HILLS INC., a California corporation
d.b.a. “La Creperie”

“Tenant”

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THE SUBMISSION OF THIS DOCUMENT FOR EXAMINATION AND NEGOTIATION DOES NOT CONSTITUTE AN OFFER TO LEASE, OR A RESERVATION OF, OR OPTION FOR, THE PREMISES; THIS DOCUMENT BECOMES EFFECTIVE AND BINDING ONLY UPON EXECUTION AND DELIVERY HEREOF BY LANDLORD AND TENANT. NO ACT OR OMISSION OF ANY EMPLOYEE OR AGENT OF LANDLORD OR OF LANDLORD'S BROKER SHALL ALTER, CHANGE OR MODIFY ANY OF THE PROVISIONS HEREOF.

**CHINO SPECTRUM MARKETPLACE
CHINO, CALIFORNIA**

SHOPPING CENTER RETAIL SHOP LEASE

THIS SHOPPING CENTER RETAIL SHOP LEASE ("LEASE") is dated May 17, 2010 ("Effective Date"), and entered into by and between **SY Ventures III, LLC**, a California limited liability company ("Landlord"), and **La Creperie Chino Hills Inc.**, a California corporation ("Tenant").

ARTICLE I.

FUNDAMENTAL LEASE PROVISIONS

1.1 Definitions. For purposes of this Lease, the following terms shall have the following meanings:

Center:	That certain shopping center commonly known to be or known as Chino Spectrum Marketplace, in the City of Chino, County of San Bernardino, State of California
Premises:	That certain space known as 3968 Grand Avenue, Suite 100, Chino, California 91710, and having approximately 6,700 square feet of floor area, as shown on the Site Plan attached hereto as Exhibit "A"
Use of Premises:	The Premises shall be used solely for the operation of a first class restaurant specializing in the sale of Crepes and French food for on-premises and off-premises consumption (including take-out and delivery), offering those items shown on the menu attached hereto as Exhibit "G" ("Menu"), subject to minor changes from time to time, without the consent of Landlord, provided the type of food items offered on the Menu, the theme and concept of the Menu, and the unique nature of Tenant's original restaurant concept and design remain the same. As an incidental part of its business in the Premises, Tenant may sell beer and wine for on-Premises consumption of its restaurant patrons, provided that Tenant obtains, at Tenant's sole cost and expense, all necessary governmental permits and approvals therefor (provided that, except as otherwise expressly provided in Section 3.6 hereof, the receipt of any such governmental permits and approvals, including liquor licenses, shall not be a contingency to this Lease or any of Tenant's obligations hereunder). The Premises may not be used for any other use or purpose whatsoever. In no event shall Tenant use or permit the use of the Premises for any purpose which would (a) breach any covenant of or affecting Landlord concerning radius, location, use or exclusivity in any other lease, financing agreement, or other agreement relating to the Center including, without limitation, the OEA (as defined in Section 22.1); or (b) compete with the primary use of another tenant of the Center. In the event Tenant's use of the Premises violates the foregoing (a) or (b), Tenant shall immediately cease the particular use of the Premises so that there is no longer a conflict with or violation of the foregoing (a) or (b).
Trade Name:	La Creperie
Lease Term:	Ten (10) years. (As set forth in Section 3.1.)
Renewal Options:	Tenant shall have two (2) options to extend the Lease Term for a period of five (5) years each. (As set forth in Section 3.5.)
Rental Commencement Date:	The earlier to occur of (i) ninety (90) days after all of the following have occurred: (a) Landlord has tendered possession of the Premises to Tenant, (b) Tenant has received a fully executed original of this Lease, and (c) the earliest of receipt of the ABC License, the ABC License Outside Date or the date that Tenant has waived, or is deemed to have waived, the contingency set forth in Section 3.6 hereof, or (ii) the date that Tenant initially opens for business in the Premises

Minimum Annual Rent:	Lease Years	Minimum Annual Rent	Monthly Installments of Minimum Annual Rent
	1 - 5	\$128,640.00	\$10,720.00
	6 -10	\$145,365.20	\$12,113.60
	Minimum Annual Rent during the Option Terms shall be the Fair Market Rent determined pursuant to Section 4.2.		
Percentage Rent:	None		
Security Deposit:	\$10,720.00. Upon Lease execution, in addition to the Security Deposit, Tenant shall also deliver (a) the first month's rent of \$10,720.00, and (b) the first month's estimated NNN charges of \$3,886.00. Accordingly, on Lease execution, Tenant shall deliver to Landlord a check payable to Landlord in the amount of \$25,326.00.		
Address for Notices:			
To Landlord:	SY Ventures III, LLC c/o Shin Yen Management, Inc. 3808 Grand Avenue, Suite B Chino, California 91710		
To Tenant:	La Creperie Chino Hills Inc. 4911 B. 2nd Street Long Beach, CA 90803		
Tenant Improvement Allowance:	An amount not to exceed One Hundred Thirty Four Thousand Dollars (\$134,000.00), (as set forth in Article V of Exhibit "B").		
Guaranty of Lease:	Jeff Almaz, an individual		

1.2 Exhibits. The following drawings, documents and provisions are attached hereto as Exhibits and incorporated herein by this reference:

Exhibit "A": General Site Plan of the Center.

Exhibit "A-1": Patio Area.

Exhibit "B": Provisions Relating to the Construction of the Premises.

Exhibit "C": Guaranty of Lease

Exhibit "D": Form of Tenant Estoppel Certificate.

Exhibit "E": Sign Criteria.

Exhibit "F": Rules and Regulations.

Exhibit "G": Tenant's Menu.

ARTICLE II.

DEMISED PREMISES

2.1 Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, which Premises are situated within the Center as delineated in Exhibit "A". Tenant acknowledges that Landlord may unilaterally change the shape, size, location, number and extent of the improvements to any portion of the Center without Tenant's consent and without providing notice to the Tenant thereof. All measurements of the Premises shall be made from the outside of exterior walls and from the center of the interior demising partitions, including those measurements to establish the length and width of the Premises. Deductions shall not be allowed for columns, sprinkler risers, roof drains, vents, piping, wastelines, conduit, ventilation shafts and related items serving the other tenant spaces. This Lease is subject to the terms, covenants and conditions herein set forth, and Tenant covenants as a material part of the

consideration of this Lease to keep and perform each and all of such terms, covenants and conditions to be kept and performed by it.

2.2 Patio Area. During the Lease Term, Tenant shall have the right to use, and the Premises shall be deemed to include, the area more particularly shown on Exhibit "A-1" hereto solely for use as a patio (the "**Patio Area**") for the sole purpose of providing additional seating for Tenant's customers. The Patio Area shall not be considered floor area hereunder for purposes of rental payable under this Lease. Tenant shall accept the Patio Area in its "As Is" condition and shall not make any alterations, additions or improvements to the Patio Area without the prior written consent of Landlord. Tenant shall, at its sole cost and expense, be entitled to furnish the Patio Area with tables, chairs, portable patio heaters and misters in accordance with the provisions of this Section 2.2. Tenant's furniture plans, seating arrangement, barricade plans and other plans, including, but not limited to, the location and/or installation of any portable heaters and misters for the Patio Area shall be submitted to Landlord for Landlord's approval prior to any use of the Patio Area or furnishing thereof. Tenant's use of the Patio Area shall be subject to all of the applicable terms, conditions and provisions of this Lease, including the indemnity and insurance provisions. In addition, Tenant shall be solely responsible for and shall obtain all necessary governmental permits and approvals with respect to Tenant's use of the Patio Area. Tenant shall be responsible in all respects for the Patio Area, including maintaining and repairing the Patio Area in accordance with the terms of this Lease, and shall at all times maintain the Patio Area in a safe, clean, orderly and slightly condition, free of refuse, trash and other debris. Tenant shall have absolutely no right to assign its right to use or sublet the Patio Area to any other person or entity, except in connection with an assignment of the entire Lease approved by Landlord in accordance with the Lease. Tenant acknowledges that any theft or vandalism of or to the Patio Area or any of Tenant's property thereon shall be the sole responsibility of Tenant. In addition to the foregoing, Tenant shall, as part of Tenant's Work, at Tenant's sole cost and expense, and subject to plans and specifications to be approved in advance by Landlord, construct within the area located on the southwest side of the Premises, and more particularly shown on Exhibit "A-1" hereto as the "Additional Patio Area," an outdoor patio area for the sole purpose of providing additional seating for Tenant's customers. Upon completion of such additional outdoor seating area, said area shall be deemed to be part of the Patio Area, and shall be subject to all of the terms and conditions set forth herein for the Patio Area.

ARTICLE III.

TERM

3.1 Commencement of Term. The Lease shall be effective as of the Effective Date and shall continue thereafter for the period of the Lease Term set forth in Section 1.1 above, which Lease Term shall be computed from the first day of the first full calendar month immediately following the Rental Commencement Date or from the Rental Commencement Date, if the Rental Commencement Date occurs on the first day of the month, unless sooner terminated as hereinafter provided. The term "Lease Year" shall mean each consecutive twelve (12) month period from and after the Rental Commencement Date until expiration of the Lease Term. The term "Lease Term" shall collectively mean the original Lease Term and any exercised Option Term (as defined in Section 3.5). Landlord agrees to deliver to Tenant, and Tenant agrees to accept from Landlord, possession of the Premises upon "Substantial Completion" of "Landlord's Work" (as those terms are described in Exhibit "B"). Notice from Landlord of Substantial Completion of Landlord's Work in the Premises in accordance with Exhibit "B" hereof shall be conclusive and binding upon the parties hereto. If Landlord inadvertently fails to give Tenant such notice prior to Tenant taking possession of the Premises, such notice shall be deemed given as of the date Tenant takes possession of the Premises. In the event that Landlord has not delivered possession of the Premises within two hundred seventy (270) days from the Effective Date hereof, this Lease shall automatically terminate, and Landlord and Tenant shall be relieved from any and all liability hereunder. Such automatic termination shall be Tenant's sole and exclusive remedy at law or in equity for Landlord's failure to complete Landlord's Work on a timely basis.

3.2 Estoppel Certificate. Within twenty (20) days after receipt of notice by Landlord, but in no event less than twenty (20) days after delivery of possession of the Premises by Landlord to Tenant, and at any other time during the Lease Term, within ten (10) days following

request in writing by Landlord, Tenant will execute and deliver to Landlord an estoppel certificate substantially in the form attached hereto as Exhibit "D" indicating therein any exceptions thereto which may exist at that time. The failure of Tenant to execute and deliver such certificate on a timely basis shall constitute (a) an automatic acceptance of the Premises and an express acknowledgment by Tenant that the statements included in Exhibit "D" are true and correct, without exception, and (b) a material breach of Tenant's obligations under this Lease (which may be waived in writing by Landlord).

3.3 Tenant's Work. Except as set forth in Exhibit "B", Tenant shall commence Tenant's Work within thirty (30) days following the date Approved Construction Plans (as defined in Exhibit "B") are achieved. Tenant, at its sole cost and expense, shall diligently perform all of Tenant's Work as set forth in Exhibit "B" and shall equip the Premises with all trade fixtures and personal property including, but not limited to, counters, signage and inventory and all other improvements not provided by Landlord suitable or appropriate for the regular and normal operation of the type of business in which Tenant is engaged. All materials, furnishings, trade fixtures, personal property, furniture and fixtures shall be new or of like-new quality. Tenant further agrees to open for business as soon as possible after substantial completion of Landlord's Work as specified in Exhibit "B". In any event, Tenant agrees to open for business not later than sixty (60) days following the Rental Commencement Date.

3.4 [Intentionally Omitted].

3.5 Option to Extend.

A. Option Term. Provided that Tenant has not been in default of any provision of this Lease during the Lease Term, and is not in default of any provision of this Lease at the time of exercise or at any time thereafter prior to the commencement of an "Option Term" (as defined below), Tenant may extend the Lease Term for two (2) additional five (5) year periods (each such period being referred to herein as an "Option Term" or "Option") only by giving Landlord written notice not more than three hundred sixty (360) days nor less than one hundred eighty (180) days before the expiration of the then-current Term. All of the terms and conditions of the Lease, except this right to extend the Term, any rental concession, construction allowance or other concession previously granted to Tenant, shall apply to each Option Term, and reference in this Lease to the "Lease Term" or "Term" shall be deemed to include, as applicable, an Option Term.

B. Confirming Memorandum. Upon the commencement of an Option Term, Landlord and Tenant shall execute, acknowledge and deliver an amendment to this Lease acknowledging the fact that the option has been exercised and confirming the commencement and expiration dates of the Option Term and the Minimum Annual Rent applicable to the Option Term. In the event that Tenant shall fail to give Landlord notice of exercise of the Option to Extend granted herein as provided above, the Option to Extend shall be terminated and Tenant shall join with Landlord in executing and acknowledging an instrument of termination in form suitable for recording in the public records of the county within which the Premises is located, to be effective upon the expiration date of the Lease Term.

3.6 ABC License. Tenant shall have thirty (30) days (subject to extension for an additional thirty days as provided herein) following the Effective Date (the "ABC License Outside Date") to confirm and reasonably satisfy itself, in good faith, that a license required by any governmental agency for the limited sale of beer and wine for on-Premises consumption in connection with Tenant's restaurant business at the Premises (the "ABC License"), is, or reasonably will be, available. If prior to the ABC License Outside Date, Tenant determines in good faith that it will be unable to obtain the ABC License, notwithstanding Tenant's best efforts to obtain the same, then Tenant may terminate the Lease upon written notice to Landlord, which notice shall specify in detail the reasons Tenant is unable to obtain the ABC License; provided, however, that if such written notice of termination is not received by Landlord on or prior to the ABC License Outside Date, the contingency set forth herein shall be deemed fulfilled and thereby waived by Tenant, and Tenant shall have no right to terminate the Lease pursuant to this Section 3.6. The foregoing contingency shall further be deemed waived by Tenant in the event that Tenant does not apply and pay all necessary fees for the ABC License within five (5) days following the Effective Date, or thereafter fails at any time to exercise its diligent best efforts to obtain the ABC License as soon as reasonably possible. Tenant shall respond to all requests made by the applicable governmental agency processing the ABC License no later than two (2)

days after the date of any such request, and, in addition, Tenant shall provide to Landlord, within five (5) days after a request by Landlord, a reasonably detailed description of the status of Tenant's application for, and efforts in obtaining, the ABC License. So long as Tenant complies with the foregoing requirements of this Section 3.6, Tenant may extend the ABC License Outside Date for a period of thirty (30) days, by providing Landlord written notice of Tenant's desire to extend the ABC License Outside Date at least five (5) days prior to the expiration of the initial thirty (30) day period. If Tenant at any time fails to continuously exercise its good faith, diligent best efforts to obtain the ABC License as required herein, then Tenant's termination right set forth herein shall be deemed waived by Tenant, and, at Landlord's option, Landlord shall have the right to terminate the Lease upon written notice to Tenant. Tenant shall, immediately upon issuance of the ABC License, notify Landlord of the issuance of the ABC License. Notwithstanding anything to the contrary contained herein, in no event shall any delay in obtaining the ABC License extend or otherwise modify the Rental Commencement Date or any of Tenant's other obligations under this Lease.

ARTICLE IV.

RENT

4.1 Minimum Annual Rent. Tenant agrees to pay to Landlord, at the times and in the manner herein provided, the Minimum Annual Rent specified in Section 1.1 above (including, if applicable, during the Option Term). Concurrently with Tenant's execution of this Lease, Tenant shall pay to Landlord the sum of the following amounts: the Security Deposit, the first month's Minimum Annual Rent and the first month's estimated NNN charges. Minimum Annual Rent shall be payable in advance in twelve (12) equal monthly installments on the first day of each calendar month, without demand or offset, commencing upon the Rental Commencement Date as provided in Section 1.1 above. If the Rental Commencement Date falls on a day of the month other than the first day of such month, the rental for the first fractional month shall accrue on a daily basis for the period from the date of such commencement to the end of such fractional calendar month at a rate equal to 1/365th of the Minimum Annual Rent per day. All other payments required to be made under the terms of this Lease which require proration on a time basis shall be prorated on the same daily basis.

4.2 Minimum Annual Rent during Option Terms.

The Minimum Annual Rent for the Option Terms shall be at the then prevailing fair market rent (the "Fair Market Rent"), but shall in no event be less than the Minimum Annual Rent payable during the last year of the initial Lease Term, or during the last year of the first Option Term, as the case may be, and further provided that in the case of the first Option Term only, the Minimum Annual Rent shall not be increased hereunder by more than fifteen (15%) over the Minimum Annual Rent payable during the last year of the initial Lease Term. Landlord shall, prior to the commencement of the applicable Option Term, determine the Fair Market Rent as provided hereunder and notify Tenant of the same. The Fair Market Rent shall be determined by Landlord in good faith based on comparable rentals then charged and collected in the area where the Center is located, taking in to account items customarily considered in such determinations, including location, the credit of tenants of other properties, size, age, design, utility and other relevant factors of other comparable properties in the area where the Center is located. In no event shall the Minimum Annual Rent during an Option Term be reduced pursuant to such determination.

Landlord shall provide written notice of Landlord's determination of the Fair Market Rent within ninety (90) days after the last day upon which Tenant may timely exercise the Option. Tenant shall have ten (10) days ("Tenant's Review Period") after receipt of Landlord's notice of the Fair Market Rent within which to accept such Fair Market Rent or to reasonably object thereto in writing. Failure of Tenant to so object to the Fair Market Rent submitted by Landlord in writing within Tenant's Review Period shall conclusively be deemed Tenant's approval and acceptance thereof. In the event Tenant reasonably objects to the Fair Market Rent submitted by Landlord within Tenant's Review Period, Landlord and Tenant shall attempt in good faith to agree upon such Fair Market Rent using their best good faith efforts. If Landlord and Tenant are unable to agree upon such Fair Market Rent as herein provided within ten (10) days after Tenant's Review Period, then each party's determination shall be submitted to appraisal in accordance with the provisions set forth hereinbelow:

(A) Landlord and Tenant shall each appoint one (1) independent appraiser who shall by profession be an M.A.I. certified real estate appraiser who shall have been active over the five (5) year period ending on the date of such appointment in the leasing of commercial (including retail) properties in the retail market area where the Center is located. The determination of the appraisers shall be limited solely to the issue of whether Landlord's or Tenant's submitted Fair Market Rent for the Premises is the closest to the actual Fair Market Rent for the Premises as determined by the appraisers, taking into account the requirements specified above. Each such appraiser shall be appointed within twenty-five (25) days after Tenant's Review Period.

(B) The two (2) appraisers so appointed shall within fifteen (15) days of the date of the appointment of the last appointed appraiser agree upon and appoint a third appraiser who shall be qualified under the same criteria set forth hereinabove for qualification of the initial two (2) appraisers.

(C) The three (3) appraisers shall within fifteen (15) days of the appointment of the third appraiser reach a decision as to whether the parties shall use Landlord's or Tenant's submitted Fair Market Rent, and shall notify Landlord and Tenant thereof.

(D) The decision of the majority of the three (3) appraisers shall be binding upon Landlord and Tenant. If either Landlord or Tenant fails to appoint an appraiser within the time period specified in subsection (A) hereinabove, the appraiser appointed by one of them shall reach a decision based upon the same procedures as set forth above (i.e., by selecting either Landlord's or Tenant's submitted Fair Market Rent), and shall notify Landlord and Tenant thereof, and such appraiser's decision shall be binding upon Landlord and Tenant.

(E) If the two (2) appraisers fail to agree upon and appoint a third appraiser, both appraisers shall be dismissed and the matter to be decided shall be forthwith submitted to arbitration under the provisions of the American Arbitration Association based upon the same procedures as set forth above (i.e., by selecting either Landlord's or Tenant's submitted Fair Market Rent).

(F) The cost of appraisal (and, if necessary, arbitration) shall be paid by Landlord and Tenant equally.

4.3 Security Deposit. The Security Deposit shall be held by Landlord as security for the faithful performance by Tenant of all of the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the Lease Term. If Tenant defaults with respect to any provision of this Lease including, but not limited to, any provision relating to the payment of rent, Landlord may (but shall not be required to) use, retain and apply all or any part of the Security Deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer as a result of Tenant's default. If any portion of the Security Deposit is so used or applied, Tenant shall, within five (5) days after written demand therefor, deposit with Landlord in cash or a cashier's check an amount sufficient to restore the Security Deposit to its original amount, and Tenant's failure to do so shall constitute a material default under this Lease. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on the Security Deposit. If Tenant shall fully and faithfully perform every provision of this Lease, the Security Deposit, or any balance thereof, shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within ten (10) days following the expiration of the Lease Term or vacation of the Premises by Tenant, whichever event occurs last. In the event of a termination of Landlord's interest in this Lease, the Security Deposit, or any portion thereof not previously applied, may be released by Landlord to Landlord's transferee and, if so released, Tenant agrees to look solely to such transferee for proper application of the Security Deposit in accordance with the terms of this Section 4.3 and the return thereof in accordance herewith. The holder of a mortgage or the beneficiary of a deed of trust encumbering the property which includes the Premises shall not be responsible to Tenant for the return or application of any such Security Deposit, whether or not such holder or beneficiary succeeds to the position of Landlord hereunder, unless such Security Deposit shall have been actually received by such holder or beneficiary.

4.4 Sales Statement. Tenant agrees to furnish or cause to be furnished to Landlord a statement of Tenant's annual sales within thirty (30) days after the close of each calendar year. Such statements shall be certified by Tenant as an accurate accounting of all of Tenant's income for sales and services from the Premises.

4.5 [Intentionally Omitted]

4.6 Taxes and Insurance Expenses. Commencing upon the Rental Commencement Date and for the balance of the Lease Term, Tenant shall pay to Landlord any and all amounts designated herein as real property taxes and insurance expenses allocable to the Premises. Such amounts shall mean all taxes and assessments levied with respect to any tax fiscal year applicable to the Lease Term, and the cost to Landlord concerning any policy or policies of insurance carried by Landlord pursuant to Section 8.6 hereof on the building of which the Premises are a part (excluding Tenant's leasehold improvements), and any other insurance maintained by Landlord in connection with the Shopping Center, which are allocable to the Premises as provided herein. During any portion of the Lease Term which is less than a full taxable fiscal year or less than a full period for which Landlord has obtained such insurance, Tenant's obligation for such real property taxes and insurance expenses shall be prorated on a daily basis.

4.7 Definition of Real Property Taxes. As used herein, the term "real property taxes" shall include the reasonable costs of professional consultants and/or counsel to analyze tax bills and prosecute any protests, refunds and appeals for the period covered during the Lease Term, general real property and improvement taxes, any form of assessment, re-assessment, license fee, license tax, business license tax, commercial rental tax, in lieu tax, levy, charge, penalty or similar imposition whatsoever or at all, imposed by any authority having the direct power to tax, including any city, county, state or federal government, or any school, agricultural, lighting, drainage or other improvement or special assessment district thereof, or any agency or public body, as against any legal or equitable interest of Landlord in the Premises and/or the Center including, but not limited to:

A. any tax on Landlord's rent, right to rent or other income from the Premises or as against Landlord's business of leasing the Premises;

B. any assessment, tax, fee, levy or charge in addition to, or in partial or total substitution of any assessment, tax, fee, levy or charge previously included within the definition of real property tax. Tenant and Landlord acknowledge that Proposition 13 was adopted by the people of the State of California in June 1978 and that assessments, taxes, fees, levies and charges may be imposed by governmental agencies for such services as fire protection, street, sidewalk and road maintenance, refuse removal and for other governmental services formerly provided without charge to property owners or occupants. It is the intention of Tenant and Landlord that all such new and increased assessments, taxes, fees, levies and charges and all similar assessments, taxes, fees, levies and charges be included within the definition of real property taxes for the purposes of this Lease;

C. any assessment, tax, fee, levy, or charge allocable to or measured by the area of the Premises or the rent payable hereunder including, but not limited to, any gross income tax with respect to the receipt of such rent, or upon or concerning the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy of the Premises, or any portion thereof, by Tenant;

D. any assessment, tax, fee, levy, or charge upon this lease transaction or any document to which Tenant is a party, creating or transferring an interest or an estate in the Premises; and

E. any assessment or reassessment related to any change of ownership of any interest in the Center or portion thereof held by Landlord, or any addition or improvement to the Center or a portion thereof.

Real property taxes shall not include Landlord's federal or state income, franchise, inheritance or estate taxes.

With respect to any assessment which may be levied against or upon the Premises and which under the laws then in force may be evidenced by improvement or other bonds, or may be paid in annual installments, there shall be included within the definition of real property taxes, with respect to any tax fiscal year, only the amount currently payable on such bonds, including interest, for such tax fiscal year, or the current annual installment or semi-annual installments for such tax fiscal year.

4.8 Insurance Allocation. In the event that the Premises are not separately appraised for insurance purposes, Tenant shall pay its "proportionate share" (as defined in this Section 4.8) of the costs for all insurance carried by Landlord pursuant to Section 8.6. For purposes of this Section 4.8 only, the term "proportionate share" shall mean a fraction, the numerator of which shall be the number of square feet of floor area of the Premises and the denominator of which shall be the number of leasable square feet of floor area of buildings located within the Center which are constructed as of the end of each calendar year (excluding the floor area of (a) mezzanine space not utilized for retail sales area; (b) the outdoor sales area adjacent to the Target Store; and (c) buildings which are separately insured).

4.9 Allocation of Real Property Taxes. In the event that the Premises are not separately assessed, Tenant shall pay its "proportionate share" (as defined in this Section 4.9) of all real property taxes. For purposes of this Section 4.9 only, the term "proportionate share" shall mean a fraction, the numerator of which shall be the number of square feet of floor area of the Premises and the denominator of which shall be the number of leasable square feet of floor area of buildings located within the Center which are constructed as of the end of each calendar year (excluding the floor area of (a) mezzanine space not utilized for retail sales area; (b) the outdoor sales area adjacent to the Target Store; and (c) buildings located on separately assessed parcels).

4.10 Tax and Insurance Fund. Tenant shall pay to Landlord on the first day of each calendar month such amounts as Landlord shall from time to time estimate and so notify Tenant as are required for Landlord to establish a non-interest bearing fund with which to pay tax and insurance expenses prior to delinquency except that, with respect to the first year's insurance expenses, Tenant shall pay its pro-rata share of such expenses concurrently with the first monthly installment of the Minimum Annual Rent or at such later time as Landlord may designate. Tenant's pro-rata share of real property taxes payable pursuant to Article XVII hereof may also be treated as real property taxes pursuant to this Article. Landlord shall deliver to Tenant at least once annually a statement setting forth the actual real property taxes and insurance expenses allocable to the Premises together with the basis used by Landlord for computing same. If such actual expenses exceed Tenant's payments hereunder, Tenant shall pay the deficiency to Landlord within five (5) days after receipt of such statement. If payments made by Tenant for such year exceed such actual expenses, Landlord shall have the option of (a) paying such excess to Tenant upon Landlord's delivery of such statement; or (b) allowing Tenant to credit the excess against payments next thereafter to become due to Landlord for such expenses.

4.11 Other Charges. Tenant shall pay to Landlord when due all sums of money required to be paid pursuant to this Article, Article XV (Repairs and Maintenance) and Article XVII (Common Areas and Expenses), and all other sums of money or charges including, without limitation, real property taxes, insurance, late charges, payment of Abated Rent charges, payment of attorneys' fees and costs and repayment of the Tenant Improvement Allowance, required to be paid by Tenant under this Lease as additional rent, whether or not the same is designated as additional rent. If such amounts or charges are not paid at the time provided in this Lease, they shall nevertheless be collectible with the next installment of Minimum Annual Rent thereafter falling due. The foregoing notwithstanding, nothing herein contained shall be deemed to suspend or delay the payment by Tenant of any amount of money or charge at the time same becomes due and payable hereunder, or limit any other right or remedy of Landlord. If Tenant shall fail to pay, when due, any rent or other charge, such unpaid amount shall bear interest at the maximum lawful rate from the date due through the date of payment.

4.12 Place of Payment. All rent and other charges shall be paid by Tenant to Landlord at the address specified for service of notice upon Landlord in Section 1.1 of this Lease, or at such other place as may from time to time be designated by Landlord in writing at least ten (10) days prior to the next ensuing payment date.

ARTICLE V.

[INTENTIONALLY OMITTED]

ARTICLE VI.

PERMISSIBLE USE

6.1 Permitted Uses.

A. Tenant shall use the Premises solely for the purpose and under the trade name specified in Section 1.1 hereof, and Tenant shall not use or permit the Premises to be used for any other purpose or purposes or under any other trade name whatsoever without the prior written consent of Landlord, which consent may be withheld in Landlord's sole, absolute and arbitrary discretion. Tenant further covenants and agrees that it will not use, nor suffer or permit any person or persons to use the Premises or any part thereof for any use or purpose contrary to the Rules and Regulations of the Center as set forth in Exhibit "F" hereof, as same may be amended by Landlord from time to time, or in violation of the laws of the United States of America, the State of California, or the ordinances, regulations or requirements of the local, municipal or county governing bodies or any other lawful governmental or quasi-governmental authorities having jurisdiction over the Center, or in violation of any regulations of any insurance carrier providing insurance for the Premises or Center.

B. Tenant agrees not to conduct or operate its business in any manner which jeopardizes or increases the rate of any fire or other insurance on the Premises or Center or to engage in conduct which may constitute a nuisance to, or interfere with, the other property of Landlord or its business, or the property or business of other tenants of the Center. Tenant may not display or sell merchandise, or allow carts, portable signs, devices or any other objects to be stored or to remain outside the defined exterior walls or roof or permanent doorways of the Premises, or in the hallways. Any sign placed or erected by Tenant and permitted hereunder shall be kept by Tenant safe, secure and in conformance with the requirements of the local governing body having jurisdiction over the Center and each of the restrictions and requirements set forth in Exhibit "F" hereof. No aerial or antenna shall be erected on the roof or exterior walls of the Premises without, in each instance, the prior written consent of Landlord. Any aerial or antenna so installed without such written consent shall be subject to removal by Landlord, Landlord's agents, and Landlord's employees, without notice at any time. In addition, Tenant agrees that it will not solicit in any manner in any of the automobile parking and common areas of the Center.

C. Tenant shall use its best efforts to complete or cause to be completed all deliveries, loading, unloading and services to the Premises prior to 10:00 A.M. of each day, and to prevent delivery trucks or other vehicles servicing the Premises from parking or standing in service areas for undue periods of time. Landlord reserves the right to further reasonably regulate the activities of Tenant in regard to deliveries and servicing of the Premises, and Tenant agrees to abide by such further reasonable rules and regulations which Landlord may impose from time to time.

ARTICLE VII.

UTILITIES

7.1 Utility Installation. Landlord agrees that it will cause to be made available to Tenant upon or adjacent to the Premises, facilities for the delivery to the Premises of water, power, electricity, and telephone service, and for the removal of sewage from the Premises, all as provided in Exhibit "B". Such utilities, except for water, shall be separately metered. Tenant agrees to use such utilities in connection with the use of the Premises.

7.2 Payment of Utility Cost. Tenant agrees, at its own expense, to pay for all water, power, gas and electric current and all other utilities used by Tenant on or from the Premises from and after the commencement of the work to be performed by Tenant pursuant to Exhibit "B" hereof, and Tenant agrees to provide, at Tenant's sole cost and expense, any check meters of

the type required by Landlord. In the event that any utilities are furnished to the Premises by Landlord, whether sub-metered or otherwise, then and in that event, Tenant shall pay Landlord for such utilities within ten (10) days after Tenant's receipt of a statement from Landlord, but the rates charged to Tenant by Landlord shall not exceed those of the public utility company furnishing same to Landlord as if its services were being furnished directly to Tenant. If Tenant fails to pay when due any charges referred to in this Article 9, Landlord may pay the charge and Tenant shall reimburse Landlord, as Additional Rent, for any amount so paid by Landlord, plus interest thereon, within ten days after demand therefor.

7.3 No Liability. 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 or withhold any rent or any other sums due under the terms of this Lease.

ARTICLE VIII.

INDEMNITY AND INSURANCE

8.1 Indemnification and Waiver.

A. **Indemnification by Tenant.** Tenant agrees that Landlord shall not be liable for any damage or liability of any kind, or for any injury to or death of persons, or damage to property of Tenant or any other person during the Lease Term, from any cause whatsoever, resulting from the use, occupation or enjoyment of the Premises or the operation of business therein or therefrom by Tenant or any person holding under Tenant. Tenant hereby further agrees to defend, indemnify, protect and save harmless Landlord from all liability whatsoever including, without limitation, liability for any real or claimed damage or injury and from all liens, claims and demands arising out of the use of the Premises and its facilities, any repairs or alterations which Tenant may make upon the Premises, any claims of any employee of Tenant against Landlord, any acts, omissions, negligence or willful misconduct of Tenant or its agents, employees, servants or contractors, or any breach of this Lease by Tenant. Tenant shall not be liable for damage or injury occasioned by the gross negligence of Landlord and its designated agents, servants or employees, unless the same is covered by insurance Tenant is required to provide. The foregoing obligation of Tenant to indemnify shall survive the expiration or earlier termination of the Lease Term and shall include all costs of legal counsel and investigation, together with other costs, expenses and liabilities incurred in connection with any and all claims of damage.

B. **Waiver of Subrogation.** To the extent any such loss or damage is covered by insurance, Landlord and Tenant each hereby waive any rights one may have against the other on account of any loss or damage occasioned to Landlord or Tenant, as the case may be, their respective properties, the Premises or their contents, or to other portions of the Center arising from any risk generally covered by fire and extended coverage insurance or from vandalism, malicious mischief or sprinkler leakage. The parties hereto, on behalf of their respective insurance companies insuring such losses, waive any right of subrogation that one may have against the other. The foregoing waivers of subrogation shall be operative provided that no policy of insurance required herein is invalidated thereby.

8.2 Tenant's Insurance Obligation. Tenant further covenants and agrees that it will carry and maintain during the entire Lease Term hereof, at Tenant's sole cost and expense, the following types of insurance in the amounts and forms hereinafter specified:

A. **Public Liability and Property Damage.** Tenant shall at all times during the Lease Term maintain in effect a policy or policies of bodily injury liability and property damage liability insurance with limits of not less than Two Million Dollars (\$2,000,000.00) combined single limit insuring against any and all liability of the insured with respect to the Premises or arising out of the maintenance, condition, use or occupancy thereof, and property damage liability. All such bodily injury liability insurance and property damage liability insurance shall specifically insure the performance by Tenant of the indemnity agreement as to liability for injury to or death of persons and injury or damage to property contained in Section 8.1 hereof. Such policies shall include, without limitation, coverage for fire, explosion and water damage legal liability coverage.

B. Plate Glass. Tenant shall be responsible for the maintenance of the plate glass on the Premises, but shall have the option either to insure the risk pursuant to Section 8.2(C) hereof or to self-insure same, which shall obligate Tenant to be personally liable for any claim, loss or damage related thereto, together with the cost of the repair of same. Tenant's responsibility for maintenance of the plate glass includes its replacement in the event repair of the glass would not restore the glass to its original condition at the time of installation.

C. Tenant Improvements. Insurance covering all of Tenant's Work as described in Exhibit "B" hereof, Tenant's leasehold improvements, alterations or additions permitted under Article IX hereof, Tenant's trade fixtures, merchandise and all personal property from time to time in, on or upon the Premises, in an amount not less than one hundred percent (100%) of their full replacement cost, without depreciation, during the Lease Term, providing protection against any peril included within the classification "Fire and Extended Coverage", together with insurance against sprinkler damage, vandalism and malicious mischief. Any insurance policy proceeds shall be used for the repair or replacement of the property damaged or destroyed unless this Lease shall cease and terminate under the provisions of Article XVI hereof, whereupon any proceeds of insurance covering Tenant's leasehold improvements and any alterations or additions permitted under Article IX hereof shall be payable to Landlord.

D. Workers' Compensation. Tenant shall carry Workers' Compensation insurance for all of Tenant's employees.

E. Business Interruption. Business interruption or loss of income insurance in amounts sufficient to cover Minimum Annual Rent and all other rent due under the Lease for twelve (12) months.

F. Builder's Risk Insurance. Tenant shall at all times during the performance of Tenant's Work, pursuant to Exhibit "B", or any alterations or improvements to the Premises pursuant to Article IX, maintain in effect a policy of "All Physical Loss Builder's Risk Insurance" on the work to be performed by Tenant in the Premises as it relates to the building within which the Premises are located. The policy shall include Landlord as an insured. The amount of the insurance to be provided shall be one hundred percent (100%) replacement cost.

8.3 Policy Requirements. All policies of insurance provided for herein shall be issued by insurance companies with a general policy holder's rating of not less than A and a financial rating of not less than Class VII as rated in the most current available Best's Insurance Reports and qualified to do business in the State of California. All such policies shall name Landlord as an additional insured and, if requested by Landlord, Landlord's lender(s) and/or Landlord's lessor, which policies shall be for the mutual and joint benefit and protection of Landlord, Tenant, Landlord's lender(s), and/or Landlord's lessor. Executed copies of such policies of insurance or original certificates thereof shall be delivered to Landlord within ten (10) days after delivery of possession of the Premises to Tenant and thereafter at least thirty (30) days prior to the expiration of the term of each such policy. All public liability and property damage policies shall contain a provision that Landlord, although named as an additional insured, shall nevertheless be entitled to recovery under such policies for any loss occasioned to it, its servants, agents, or employees by reason of any act or omission of Tenant or its servants, agents, employees or contractors. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant pursuant to the terms of this Article VIII. All policies of insurance delivered to Landlord must contain a provision that the company writing such policy will give to Landlord at least thirty (30) days' notice in writing in advance of any cancellation or lapse or the effective date of any reduction in the amount of or other material change of insurance. All public liability, property damage and other casualty policies maintained by Tenant shall be written as primary policies, and any insurance maintained by Landlord shall be excess insurance only.

8.4 Increase in Coverage. In the event Landlord or Landlord's lender(s) deems it necessary to increase the amounts or limits of insurance required to be carried by Tenant hereunder, Landlord may reasonably increase such amounts or limits of insurance, and Tenant shall increase the amounts or limits of the insurance required to be carried by Tenant hereunder and shall provide Landlord with policies or original certificates indicating the increased amounts or limits as provided in Section 8.3 hereof.

8.5 Blanket Coverage. Tenant's obligations to carry insurance provided for in this Article may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Tenant; provided, however, that (i) Landlord, Landlord's lender(s) and Landlord's lessor, shall be named as an additional insured thereunder as their respective interests may appear; (ii) any general aggregate limit under Tenant's liability policy shall apply separately to the Premises and to each other location of Tenant; and (iii) the coverage afforded Landlord will not be reduced or diminished by reason of the use of such blanket policy of insurance, and provided further that the requirements set forth herein are otherwise satisfied, Tenant agrees to permit Landlord at all reasonable times to inspect the policies of insurance of Tenant covering risks upon the Premises for which policies or copies of certificates thereof are not required to be delivered to Landlord.

8.6 Landlord's Insurance Obligations. Landlord shall maintain in effect a policy or policies of insurance covering the building of which the Premises are a part, including the leasehold improvements included within "Landlord's Work" as described in Exhibit "B" (but not "Tenant's Work" as described in Exhibit "B" hereof, Tenant's leasehold improvements, alterations or additions permitted under Article IX hereof, Tenant's trade fixtures, merchandise or other personal property), in an amount of not less than eighty percent (80%) of its full replacement cost (excluding excavations, foundations and footings) during the Lease Term, providing protection against any peril generally included within the classification "Fire and Extended Coverage" (and "Earthquake Insurance" and "Flood Insurance" if Landlord or its lender deems such insurance to be necessary or desirable), together with insurance against sprinkler damage, vandalism and malicious mischief and such further insurance as Landlord or Landlord's lender deems necessary or desirable. Landlord's obligation to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Landlord, provided that the coverage afforded will not be reduced or diminished by reason of the use of such blanket policy of insurance.

8.7 Insurance Use Restrictions. Tenant agrees that it will not at any time during the Lease Term carry any stock of goods or do or permit anything to be done in or about the Premises which will tend to increase the insurance rates upon the building of which the Premises are a part. Tenant agrees to pay to Landlord forthwith upon demand the amount of any increase in premiums for insurance against loss by fire or any other peril normally covered by fire and extended coverage insurance that may be charged during the Lease Term on the amount of insurance to be carried by Landlord on the building of which the Premises are a part resulting from the foregoing or from Tenant doing any act in or about the Premises which does so increase the insurance rates, whether or not Landlord shall have consented to such act on the part of Tenant. If Tenant installs upon the Premises any electrical equipment which constitutes an overload on the electrical lines of the Premises, Tenant shall at its own expense make whatever changes or provide whatever equipment safeguards are necessary to comply with the requirement of the insurance underwriters and any governmental authority having jurisdiction thereover, but nothing herein contained shall be deemed to constitute Landlord's consent to such overloading.

ARTICLE IX.

TENANT'S ALTERATIONS

9.1 Permitted Alterations. Landlord agrees that Tenant may, from time to time during the Lease Term, at Tenant's sole cost and expense and after giving Landlord at least thirty (30) days' prior written notice of its intention to do so, make such alterations, additions and changes in and to the interior of the Premises (except those of a structural nature or those that may affect any of the building systems) as Tenant may find necessary or convenient, provided that the value of the Premises is not thereby diminished, and provided that no alterations, additions or changes costing in excess of Five Thousand Dollars (\$5,000.00) may be made without first procuring the prior written consent of Landlord. In no event shall Tenant make any alterations, additions or changes to the storefront, or the exterior walls or roof of the Premises, nor shall Tenant erect any mezzanine or increase the size of same, if one be initially constructed, unless and until the written consent of Landlord shall first have been obtained, which consent may be withheld in Landlord's sole and arbitrary discretion. Tenant shall not make or cause to be made any penetration through the roof or demising walls of the Premises without the prior written consent of Landlord. Landlord hereby reserves the right to condition Landlord's consent to any alteration, addition or change to the Premises by Tenant upon Landlord's receipt from Tenant of

a written agreement, in form and substance acceptable to Landlord, pursuant to which Tenant shall agree to remove any such alteration, addition or change from the Premises upon expiration or earlier termination of the Lease Term and restore the Premises to its original condition prior to such alteration, addition or change. Tenant shall be directly responsible for any and all damages resulting from any violation of the provisions of this Article.

9.2 Manner of Construction. All alterations, additions, or changes to be made to the Premises shall be under the supervision of a competent architect or competent licensed structural engineer satisfactory to Landlord and shall be made in accordance with plans and specifications with respect thereto, approved in writing by Landlord before the commencement of work. Failure of Landlord to disapprove any such plans and specifications within fifteen (15) days of submission shall be deemed its approval of same. All work with respect to any alterations, additions or changes must be done in a good and workmanlike manner and diligently prosecuted to completion to the end that the Premises shall at all times be a complete unit except during the period of work. Upon completion of any alterations, additions or changes, Tenant agrees to cause a Notice of Completion to be recorded in the office of the Recorder of the County in which the Premises is located in accordance with Section 3093 of the Civil Code of the State of California or any successor statute. Such alterations, additions or changes shall be considered as improvements and shall become an integral part of the Premises upon installation thereof and shall not be removed by Tenant. All improvements to the Premises by Tenant including, but not limited to, light fixtures, floor coverings and partitions, and other items comprising Tenant's Work pursuant to **Exhibit "B"**, but excluding trade fixtures and signs, shall be deemed to be the property of Landlord upon installation thereof. All materials used in any alterations or changes to the Premises shall be new or like-new quality and condition. Any such alterations, additions or changes shall be performed and done strictly in accordance with the laws and ordinances relating thereto. In performing the work of any such alterations, additions or changes, Tenant shall have the work performed in such manner as not to obstruct the access to the premises of any other occupant to the Center. Tenant shall furnish Landlord with a copy of all applicable construction permits and plans so that Landlord may hold in its file a complete and accurate set of permits and plans for all alterations, additions and changes to the Premises and for all of Tenant's Work on the Premises.

ARTICLE X.

MECHANICS' LIENS

10.1 Tenant's Lien Obligations. Tenant agrees that it will pay, or cause to be paid, all costs for work done by it or caused to be done by it on the Premises and that it will keep the Premises and the Center free and clear of all mechanics' liens and other liens for or arising from work done by or for Tenant or for persons claiming under it. Tenant agrees to, and shall indemnify and save Landlord free and harmless from and against, liability, loss, damage, costs, attorneys' fees, and all other expenses on account of claims of contractors, subcontractors, laborers or materialmen or others for work performed or materials or supplies furnished for Tenant or persons claiming under it. If any laborer, person or firm supplying or providing labor, materials or equipment or services to Tenant, or to any of Tenant's contractors or subcontractors for Tenant's Work, shall make any claim or demand against Landlord, the Premises or the Center, or shall file any claim, stop notice, lien, or otherwise, against Landlord, the Premises, the Center or the lender for the Center and Tenant shall not cause the effect of such claim, stop notice or lien to be removed, rescinded or dismissed, including, without limitation, the posting of a bond pursuant to California Civil Code §§3143 and/or 3171, as the case may be, and in the event Tenant shall fail to do so, within five (5) days after written demand by Landlord to cause the effect of said claim, stop notice or lien to be removed, rescinded or dismissed, such failure shall constitute a default hereunder. In such event, in addition to such other remedies it may have, Landlord shall have the right (but not the obligation) to use whatever means in its discretion it may deem appropriate to cause said claim, stop notice, or lien to be rescinded, discharged, compromised, dismissed or removed, including, without limitation, (a) posting a bond pursuant to California Civil Code §§3143 and/or 3171; or (b) paying a sum sufficient to discharge, in full, any and all such claims, demands, or liens. Any such sums paid by Landlord, including attorneys' fees and bond premiums, shall be immediately due and payable to Landlord by Tenant.

10.2 Notice. Tenant shall immediately give Landlord notice of any claim, demand, stop notice or lien made or filed against the Premises or the Center or any action affecting the title to such Premises or Center.

10.3 Inspection. Landlord or its representative shall have the right to go upon and inspect the Premises at all reasonable times, and shall have the right to post and keep posted thereon notices as permitted or provided by law or which Landlord may deem to be proper for the protection of Landlord's interest in the Premises. Tenant shall, before the commencement of any work which might result in any such lien, give to Landlord a written notice of its intention to do so in sufficient time to enable Landlord to file and record such notices.

ARTICLE XI.

SIGNS

Tenant shall not affix or maintain upon the glass panes or supports of the show windows, or within sixty (60) inches of any window or upon the doors, roof or exterior walls of the Premises, any signs, advertising placards, names, insignia, trademarks, descriptive material or any other similar item or items except those approved in writing in advance by Landlord as to the size, design, type, color, location, copy, nature and display qualities of such item. Failure of Landlord to approve any such item within thirty (30) days of Tenant's submission of same to Landlord shall constitute disapproval of same. Tenant shall provide Landlord with drawings of its storefront sign, which Landlord may approve or disapprove in its reasonable discretion. All signs erected by Tenant shall be at Tenant's sole cost and expense and shall comply with the provisions of **Exhibit "E"** hereof. In addition, no advertising medium shall be utilized by Tenant the sound or effect of which extends beyond the Premises including, without limitation, flashing lights, searchlights, loudspeakers, phonographs, radios or televisions. Tenant shall not display, paint or place or cause to be displayed, painted or placed, any handbills, bumper stickers or other advertising devices on any vehicle parked in the parking area or structure of the Center, whether belonging to Tenant or to Tenant's agents or to any other person; nor shall Tenant distribute, or cause to be distributed, in the Center any handbill or other advertising devices. In the event Tenant shall violate any provision of this Article XI or any provision of **Exhibit "E"** hereof, Tenant hereby grants to Landlord the right to enter the Premises and correct such violation at Tenant's sole cost and expense. If any such violation shall occur in the common areas, Landlord shall have the immediate right to cure such violation, which right shall include, without limitation, removal of any and all unapproved signage.

ARTICLE XII.

TRADE FIXTURES AND PERSONAL PROPERTY

12.1 Ownership. Any trade fixtures, signs and other personal property of Tenant not permanently affixed to the Premises shall remain the property of Tenant, and Landlord agrees that Tenant shall have the right, provided Tenant is not in default under the terms of the Lease, at any time, and from time to time, to remove any and all of its trade fixtures, signs and other personal property which it may have stored or installed in the Premises including, but not limited to, counters, shelving, showcases, mirrors and other movable personal property. Nothing contained in this Article shall be deemed or construed to permit or allow Tenant to remove any personal property without the immediate replacement thereof with similar personal property of comparable or better quality, so as to render the Premises unsuitable for conducting the type of business described in Section 1.1. Tenant, at its expense, agrees to immediately repair any damage occasioned to the Premises by reason of the removal of any such trade fixtures, signs, and other personal property, and upon expiration or earlier termination of this Lease, Tenant agrees to leave the Premises in a neat and broom-clean condition and free of trash and debris. All trade fixtures, signs and other personal property installed in or attached to the Premises by Tenant shall be new or of new quality when so installed or attached.

12.2 Removal. If Tenant fails to remove any of its trade fixtures, furniture and other personal property upon expiration or the sooner termination of this Lease, Landlord may at Landlord's option retain all or any of such property; and title thereto shall thereupon automatically vest in Landlord, or Landlord may remove same from the Premises and dispose of

all or any portion of such property, in which latter event Tenant shall, upon demand, pay to Landlord the actual expense of such removal and disposition together with the cost of repair of any and all damage to the Premises resulting from or caused by such removal. Tenant waives any and all rights it may have under California Civil Code §1980 et seq.

12.3 Personal Property Tax. Tenant shall pay before delinquency all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation, as well as upon its trade fixtures, merchandise and other personal property in or upon the Premises. In the event any such items of property are assessed with property of Landlord, such assessment shall be divided between Landlord and Tenant to the end that Tenant shall pay only its equitable portion of such assessment as conclusively determined by Landlord. No taxes, assessments, fees or charges referred to in this paragraph shall be considered as real property taxes under the provisions of Section 4.7 hereof.

ARTICLE XIII

ASSIGNMENT, SUBLEASE AND OTHER TRANSFERS

13.1 Restrictions.

A. Landlord and Tenant agree that the Center consists of an interdependent group of retail enterprises and that the realization of the benefits of this Lease, both to Landlord and Tenant, is dependent upon Tenant's creating and maintaining a successful and profitable retail operation in the Premises. Landlord and Tenant further agree that the "tenant mix" of the Center is also vital to the realization of the benefits of this Lease, both to Landlord and Tenant. Accordingly, Tenant shall not transfer, assign, sublet, mortgage or otherwise hypothecate or encumber this Lease, or Tenant's interest in and to the Premises, nor enter into any license or concession agreements with respect to the Premises, without in each instance procuring the prior written consent of Landlord. Any such attempted or purported transfer, assignment, subletting, mortgage or hypothecation, or license or concession agreement (hereinafter collectively a "Transfer") without Landlord's prior written consent shall be void and of no force and effect, shall not confer any interest or estate in the purported transferee, and shall at Landlord's sole, exclusive, and absolute discretion, entitle Landlord to terminate this Lease upon written notice to Tenant.

B. The consent of Landlord required hereunder shall not be unreasonably withheld; provided, however, Landlord and Tenant agree that it shall not be unreasonable for Landlord to withhold its consent to any proposed Transfer for any reasonable reason including, but not limited to:

(i) A conflict between the contemplated use of the Premises by the proposed transferee, assignee, or sublessee following the proposed Transfer (hereinafter referred to as the "Transferee") with the "Use of Premises" clause contained in Section 1.1 hereof;

(ii) The financial worth and/or financial stability of the Transferee is less than that of the Tenant hereunder at the commencement of the Lease Term or not reasonably suitable to Landlord in Landlord's sole discretion so as to insure the ability of the Transferee to perform its obligations under the Lease for the full Lease Term or sublease (as the case may be);

(iii) A Transferee whose reputation or proposed use of the Premises would have an adverse effect upon the reputation of the Center and/or the other business located therein;

(iv) A Transferee which would breach any covenant of or affecting Landlord concerning radius, location, use or exclusivity in any other lease, financing agreement, or other agreement relating to the Center including, without limitation, the DEA (as defined in Section 22.1); and

(v) The proposed Transfer would, in Landlord's sole and exclusive discretion, require an amendment to any material term of the Lease.

13.2 Procedure for Transfer. Should Tenant desire to make a Transfer hereunder, Tenant shall, in each instance, give written notice of its intention to do so to Landlord at least sixty (60) days before the intended effective date of any proposed Transfer, specifying in such notice whether Tenant proposes to assign or sublet, or enter into license, franchise or concession agreements, the proposed date thereof, and specifically identifying the proposed Transferee, the net worth and previous business experience of the proposed Transferee including, without limitation, copies of the proposed Transferee's last two years' income statement, balance sheet and statement of changes in financial position (with accompanying notes and disclosures of all material changes thereto) in audited form, if available, and certified as accurate by the proposed Transferee. Such notice shall be accompanied, in the case of a proposed assignment, subletting, license, franchise or concession agreement, by a copy of the proposed assignment, sublease, license, franchise or concession agreement or, if same is not available, a letter of commitment or a letter of intent. In the case of a proposed sale of Tenant's business, Tenant shall provide a copy of the proposed sale and financing agreements. Landlord shall, within thirty (30) days after its receipt of such notice of a proposed Transfer, by giving written notice to Tenant of its intention to do so: (a) pursuant to Section 13.1(A) or 13.1(B), whichever shall be applicable, withhold consent to the Transfer; (b) consent to the Transfer; or (c) terminate this Lease, such termination to be effective thirty (30) days after receipt of such notice by Tenant. Failure of Landlord to give Tenant written notice of Landlord's action with respect to any request for Landlord's consent to a proposed Transfer shall not constitute or be deemed Landlord's consent to such Transfer. Landlord's consent to a proposed Transfer shall only be given if and when Landlord has notified Tenant in writing that Landlord consents to such proposed Transfer. No Transfer of this Lease or agreement entered into with respect thereto, whether with or without Landlord's consent, no modification of this Lease by Landlord and the Transferee, whether with or without Tenant's consent, or any indulgences, waivers or extensions of time granted by Landlord to any Transferee or any failure by Landlord to take action against any Transferee, shall relieve Tenant or any Guarantor of this Lease from primary liability under this Lease. Landlord hereby reserves the right to condition Landlord's consent to any assignment, sublease or other transfer of all or any portion of Tenant's interest in this Lease or the Premises upon Landlord's receipt from Tenant of a written agreement, in form and substance acceptable to Landlord, pursuant to which Tenant shall pay over to Landlord all rent or other consideration received by Tenant from any such assignee, sublessee, or transferee either initially or over the term of the assignment, sublease or transfer, in excess of the rent called for hereunder.

13.3 Intentionally Omitted.

13.4 Required Documents. Each Transfer to which Landlord has consented shall be evidenced by a written instrument, the form and content of which is satisfactory to Landlord, executed by Tenant and Transferee under which the Transferee shall agree in writing for the benefit of Landlord to perform and to abide by all of the terms, covenants and conditions of this Lease to be done, kept and performed by Tenant, including the payment of all amounts due or to become due under this Lease directly to Landlord and the obligation to use the Premises only for the purpose specified in Section 1.1 hereof. Tenant agrees to reimburse Landlord for Landlord's reasonable attorneys' and administrative fees incurred in conjunction with the processing of and documentation for each proposed Transfer, whether or not the Transfer is consummated.

13.5 Merger and Consolidation. If Tenant is a corporation which, under the current laws, rules or guidelines promulgated by the governmental body or agency having jurisdiction and authority to promulgate the same, is not deemed a public corporation, or is an unincorporated association or partnership, the transfer, assignment or hypothecation, in the aggregate of more than twenty-five percent (25%) of the total outstanding stock or interest in such corporation, association or partnership, shall be deemed a Transfer within the meaning and provisions of this Article and shall require Landlord's prior written consent.

13.6 Bankruptcy.

A. If this Lease is assigned to any person or entity pursuant to the provisions of the United States Bankruptcy Code, 11 U.S.C. Section 101 et. seq. (the "Bankruptcy Code"), any and all monies or other consideration payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Landlord, shall be and remain the exclusive property of Landlord, and shall not constitute property of Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any and all monies or other considerations constituting

Landlord's property under this Section 13.6 not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and be promptly paid or delivered to Landlord.

B. Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act or deed to have assumed all of the obligations arising under this Lease on and after the date of such assignment, including the obligation to operate the business which Tenant is required to operate pursuant to Section 1.1 hereof.

13.7 Assignment of Sublease Rentals. The following terms and conditions shall apply to any subletting by Tenant of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

A. Tenant hereby assigns and transfers to Landlord all of Tenant's interest in all rentals and income arising from any sublease of all or a portion of the Premises heretofore or hereafter made by Tenant, and Landlord may collect such rent and income and apply same toward Tenant's obligations under this Lease; provided, however, that until a breach shall occur in the performance of Tenant's obligations under this Lease, Tenant may, except as otherwise provided in this Lease, receive, collect and enjoy the rents accruing under such sublease. Landlord shall not, by reason of this or any other assignment of such sublease to Landlord, nor by reason of the collection of the rents from a subtenant, be deemed liable to the subtenant for any failure of Tenant to perform and comply with any of Tenant's obligations to such subtenant under such sublease. Tenant hereby irrevocably authorizes and directs any such subtenant, upon receipt of a written notice from Landlord stating that a breach exists in the performance of Tenant's obligations under this Lease, to pay to Landlord the rents and other charges due and to become due under the sublease. The subtenant shall rely upon any such statement and request from Landlord and shall pay such rents and other charges to Landlord without any obligation or right to inquire as to whether such breach exists and notwithstanding any notice from or claim from Tenant to the contrary. Tenant shall have no right or claim against said subtenant or, until the breach has been cured, against Landlord, for any such rents and other charges so paid by said subtenant to Landlord.

B. In the event of a breach by Tenant in the performance of its obligations under this Lease, Landlord, at its option and without any obligation to do so, may require any subtenant to attorn to Landlord, in which event Landlord shall undertake the obligations of the sublandlord under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Landlord shall not be liable for any prepaid rents or security deposit paid by such subtenant to Tenant or for any other prior defaults or breaches of Tenant as sublandlord under such sublease.

ARTICLE XIV.

OPERATION OF TENANT'S BUSINESS

14.1 Continuous Operation. Tenant covenants and agrees that it will operate and conduct within the Premises, continuously and uninterruptedly during the Lease Term, the business which it is required to operate and conduct under the provisions hereof, except while the Premises are untenable by reason of fire or other unavoidable casualty, or as otherwise set forth in Section 30.6, and that it will at all times keep and maintain within and upon the Premises an adequate stock of merchandise and trade fixtures and have sufficient personnel to service and supply the demands and requirements of its customers. Landlord and Tenant agree that, if, subject to Section 30.6, Tenant shall fail to continuously and uninterruptedly operate the business which it is required to operate under the terms of this Lease, monetary damages will be inadequate to compensate the Landlord. Landlord and Tenant agree that injunctive relief shall be appropriate in the event of the failure on the part of Tenant to continuously operate, and Landlord shall be entitled to injunctive relief ordering Tenant to operate. Tenant agrees that it will keep the Premises in a neat, clean and orderly condition and that all trash and rubbish generated by it shall be deposited within prescribed receptacles in designated service areas within the Center. Tenant further agrees to cause such receptacles to be emptied and trash removed at its own cost and expense so as, on its part, to keep such service areas in a clean and orderly condition. In the event Tenant fails to continuously operate its business in the Premises as required by this Section 14.1 for a period of three (3) or more consecutive days, then in

addition to all remedies available to Landlord (including, without limitation, injunction and/or damages), Landlord may, but is not obligated to, elect to terminate this Lease upon written notice of Landlord's intent to Tenant, whereupon this Lease shall terminate, and Tenant shall vacate the Premises upon the date specified in Landlord's notice to Tenant. Landlord's notice pursuant to this Section shall be in lieu of, and not in addition to, the notice and cure period set forth in Article XVIII or any notice and cure period required under California Code of Civil Procedure Section 1161 (or any similar or succeeding statute).

14.2 Operating Hours. Commencing with the opening for business by Tenant in the Premises, and for the remainder of the Lease Term, Tenant shall remain open for business at least during the following hours and days: Monday through Sunday from 9:00 a.m. to 9:00 p.m., provided that, subject to all applicable governmental requirements, Tenant may open as early as 7:00 a.m. and close as late as 2:00 a.m. Tenant further agrees to have its window displays, exterior signs and exterior advertising displays adequately illuminated continuously during those hours determined by Landlord in Landlord's sole and absolute discretion. It is agreed, however, that the foregoing provision shall be subject to any governmental regulations to which Tenant may be subject concerning the hours of operation of Tenant's business. If Tenant desires to operate its business in the Premises beyond the normal Shopping Center hours of operation, Tenant shall reimburse Landlord for the increased costs incurred by Landlord for extended hours services reasonably necessary to accommodate Tenant's after-hours operation, including, without limitation, lighting, security, and utilities, and an administrative fee of ten percent (10%) of all such amounts. Such increased costs payable by Tenant hereunder shall be deemed to be Additional Rent under this Lease, and shall be payable within thirty (30) days after written request from Landlord, or, at the option of Landlord, shall be payable by Tenant in estimated monthly amounts in the same manner as Tenant's payment of common area expenses under the Lease.

14.3 Rules and Regulations. Tenant shall observe faithfully and comply with and shall cause its employees and invitees to observe faithfully and comply with reasonable rules and regulations governing the Center as may from time to time be promulgated and amended by Landlord, which rules and regulations shall include the provisions of **Exhibit "F"** hereof.

14.4 Radius Clause. Tenant shall not, without Landlord's prior written consent, own, operate, maintain or control, directly or indirectly, or in any way participate in the ownership, management, control operation or profits of, any restaurant specializing in French cuisine or with a menu similar to Tenant's menu used at the Premises within a radius of three (3) miles from the Premises (measured on a straight-line basis on a map and not by following contours of land or streets).

ARTICLE XV.

REPAIRS AND MAINTENANCE

15.1 Tenant's Maintenance Obligations. Tenant agrees at all times from and after delivery of possession of the Premises to Tenant, and at its own cost and expense, to repair and maintain the Premises and every part thereof in good and tenantable condition including, but not limited to, floor coverings, utility meters, pipes and conduits, all fixtures, heating and air conditioning equipment and ducting installed by Landlord pursuant to **Exhibit "B"**, and all other equipment therein, the storefront or storefronts, including plate glass, all Tenant's signs, locks and closing devices, and all window sash, casement or frames, doors and door frames, and all items of repair, maintenance and improvement or reconstruction as may at any time or from time to time be required with respect to the Premises by any governmental agency having jurisdiction, but excluding the roof structure, exterior walls, structural portions of the Premises and structural floor, unless the same are required to be modified because of Tenant's use of the Premises or Tenant's alterations, improvements, additions, fixtures or personal property. Tenant agrees to operate the air conditioning equipment serving the Premises during all business hours so that inside temperatures of the Premises are maintained within a range in which a majority of adults will be comfortable in the Premises. All glass, both exterior and interior, shall be maintained at Tenant's sole cost and expense, and any glass broken shall be promptly replaced by Tenant with glass of the same kind, size and quality. Tenant's failure to replace broken glass within seventy-two (72) hours following the occurrence of the breakage, or the failure by Tenant to replace same with glass of the same kind, size and quality, shall constitute a material and

incurable breach hereof which may, at Landlord's sole and arbitrary discretion, entitle Landlord to terminate this Lease upon written notice to Tenant.

15.2 Landlord's Maintenance Obligations. Subject to the foregoing paragraph, Landlord shall keep and maintain in good and tenable condition and repair and replace as necessary the roof structure, exterior walls, structural parts and structural floor of the Premises; provided, however, that Landlord shall not be required to make any repairs necessitated by reason of the negligence or willful misconduct of Tenant, its servants, agents, employees or contractors, or anyone claiming under Tenant, or by reason of the failure of Tenant to perform or observe any conditions or agreements in this Lease contained, or caused by alterations, additions or improvements made by Tenant or anyone claiming under Tenant. Anything to the contrary notwithstanding contained in this Lease, Landlord shall not be liable to Tenant for failure to make repairs as herein specifically required of it unless Tenant has previously notified Landlord, in writing, of the need for such repairs, and Landlord has failed to commence and complete said repairs within a reasonable period of time following receipt of Tenant's written notification. Tenant shall pay Tenant's pro-rata share of the cost of such repair and replacement to the building of which the Premises are a part to Landlord on the first day of each calendar month in such amounts as Landlord shall from time to time estimate. Tenant shall pay its pro-rata share of such cost concurrently with the first monthly installment of Minimum Annual Rent or at such later time as Landlord may designate. Landlord shall deliver to Tenant at least once annually a statement setting forth the actual cost of such repair, maintenance and replacement allocable to the Premises. If such actual expenses exceed Tenant's payments hereunder, Tenant shall pay the deficiency to Landlord within ten (10) days after receipt of such statement. If payments made by Tenant for such year exceed such actual expenses, Landlord shall have the option of (a) paying such excess to Tenant upon Landlord's delivery of such statement; or (b) allowing Tenant to credit the excess against payments next thereafter to become due to Landlord for such expenses. The provisions of Section 1942 of the Civil Code of the State of California, if applicable, specifically are waived by Tenant. Under no circumstances shall Tenant be entitled to terminate this Lease as a result of Landlord's failure or alleged failure to make repairs hereunder.

15.3 Tenant's Failure to Maintain. If Tenant refuses or neglects to make repairs and/or maintain the Premises, or any portion thereof, including Tenant's storefront(s), in a manner reasonably satisfactory to Landlord, Landlord shall have the right, upon giving Tenant written notice of its election to do so, to make such repairs or perform such maintenance on behalf of and for the account of Tenant. In such event, the cost of such work shall be paid by Tenant promptly upon receipt of bills therefor. Failure of Tenant to pay any of said charges within ten (10) days of receipt of bills therefor shall constitute a default hereunder. Upon any surrender of the Premises, Tenant shall deliver the Premises to Landlord, upon the expiration or earlier termination of this Lease, in good order, condition and state of repair, ordinary wear and tear excepted, and excepting such items of repair as may be Landlord's obligation hereunder.

15.4 Definition of Exterior Walls. As used in this Article, the expression "exterior walls" shall not be deemed to include storefront or store fronts, plate glass, window cases, or window frames, doors or door frames, security grilles or similar enclosures. It is understood and agreed that Landlord shall be under no obligation to make any repairs, alterations, renewals, replacements or improvements to or upon the Premises or the mechanical equipment exclusively serving the Premises at any time except as otherwise provided in this Lease.

15.5 Right to Enter. Tenant agrees to permit Landlord and its authorized representatives to enter the Premises at all times for the purpose of making emergency repairs and during usual business hours for the purpose of inspecting the same. Tenant further agrees that Landlord may go upon the Premises and make any necessary repairs thereto and perform any work therein which may be necessary to comply with any laws, ordinances, rules or regulations of any public authority, any fire rating bureau, or of any similar body, or that Landlord may deem necessary to prevent waste or deterioration in connection with the Premises if Tenant does not make or cause such repairs to be made or performed or cause such work to be performed promptly after receipt of written demand from Landlord. Nothing herein contained shall imply any duty on the part of Landlord to do any such work which, under provisions of this Lease, Tenant may be required to do, nor shall Landlord's failure to elect to perform such work constitute a waiver of Tenant's default. No exercise by Landlord of any rights herein reserved shall entitle Tenant to any damage for any injury or inconvenience occasioned thereby, to any abatement of rent, or to terminate this Lease.

15.6 Grant of License. Tenant hereby grants to Landlord such licenses and/or easements in, over, and under the Premises or any portion thereof as shall be reasonably required for the installation or maintenance of mains, conduits, shafts, pipes or other facilities to serve any other portion of the Center including, but not by way of limitation, the premises of any other occupant of the Center; provided, however, that Landlord shall pay for any alteration required on or to the Premises as a result of any such exercise, occupancy under or enjoyment of any such license or easement and provided, further, that no exercise, occupancy under or enjoyment of such license or easement shall result in any unreasonable permanent interference with Tenant's use, occupancy or enjoyment of the Premises as contemplated by this Lease.

15.7 Heating and Air Conditioning Equipment.

A. Tenant shall keep in good order and repair all heating and air conditioning equipment for the Premises. Tenant agrees to enter into a regularly scheduled preventative maintenance/service contract (the "Service Contract") within thirty (30) days after the Rental Commencement Date with a maintenance contractor approved by Landlord, for the servicing of all heating and air conditioning systems and equipment within the Premises. The Service Contract shall include all scheduled maintenance as recommended by the equipment manufacturer as set forth in the operation/maintenance manual. Notwithstanding the foregoing, Landlord may (but shall not be obligated to) elect to maintain the heating and air conditioning equipment serving the Premises, in which event, Tenant shall pay to Landlord all costs and expenses for the repair, maintenance and replacement of all heating and air conditioning equipment for the Premises. Commencing on the Rental Commencement Date and thereafter on the first (1st) day of each calendar month of the Lease Term, Tenant shall pay to Landlord one-twelfth (1/12) of an amount estimated by Landlord to be Tenant's share of such heating and air conditioning expenses for the ensuing calendar year or balance thereof (including reasonable reserves). Within sixty (60) days following the end of each calendar year, Landlord shall furnish Tenant a statement covering the preceding calendar year and the payments made by Tenant with respect to such calendar year as set forth above. If Tenant's share of such heating and air conditioning expenses exceeds Tenant's payments so made, Tenant shall pay Landlord the deficiency within ten (10) days after receipt of Landlord's statement. If Tenant's payments exceed Tenant's share of such heating and air conditioning expenses, Landlord shall have the option of (i) paying such excess to Tenant upon Landlord's delivery of such statement; or (ii) allowing Tenant to credit the excess against payments next thereafter to become due to Landlord for such expenses as set forth above. Failure of Tenant to pay any of the charges required by this Section 15.7 to be paid when due shall constitute a material default under the terms of this Lease.

B. Expenses incurred in connection with the operation, maintenance, repair and replacement of heating and air conditioning equipment by the party performing same shall include, but not be limited to, all sums expended in connection with such heating and air conditioning equipment for all general maintenance, lubrication and/or adjustments, cleaning and/or replacing filters, replacing belts, repairing and/or replacing worn out parts, repairing and/or replacing utilities, duct work and machinery, maintenance and insurance contracts carried on the heating and air conditioning equipment, and all other items of expense incurred by such party in connection with the operation, maintenance, repair and replacement of the heating and air conditioning equipment, together with a fifteen percent (15%) supervision fee on such expenses. In any event, Landlord may elect to be responsible for the replacement, as necessary, of the heating, ventilating and air conditioning equipment or any element, component or portion thereof, in which event Landlord shall have the right to establish and collect from Tenant, as additional rent, a reasonable reserve to be maintained by Landlord and used for the purpose of paying the cost of such replacement. All costs under this Section 15.7 and such reserve may, at Landlord's option, either be collected as part of common area expenses under Article 17, or billed to Tenant separately.

ARTICLE XVI.

DAMAGE AND DESTRUCTION

16.1 Insured Casualty. In the event that the Premises are partially or totally destroyed by fire or any other peril covered by insurance maintained by Landlord, Landlord shall, within a period of one hundred eighty (180) days after the occurrence of such destruction, but only to the extent that proceeds of such insurance are available to Landlord for such purpose, commence

reconstruction and restoration of the Premises and prosecute the same diligently to completion, in which event this Lease shall continue in full force and effect. In the event insurance proceeds are not sufficient to pay the cost of such reconstruction, or if the damage or destruction is due to the acts or omissions of Tenant, its agents, employees or contractors, or if Landlord is restricted by any governmental authority, Landlord may elect to either terminate this Lease or pay the cost of such reconstruction. Such reconstruction shall be only to the extent necessary to restore the "Landlord's Work" in the Premises as described in Exhibit "B", and Tenant shall be obligated for the restoration of all of the items specified as "Tenant's Work" in Exhibit "B" in the event of such reconstruction, as well as Tenant's other leasehold improvements, trade fixtures and other personal property on the Premises.

16.2 Uninsured Casualty. In the event that the Premises are partially or totally destroyed as a result of any casualty or peril not covered by Landlord's insurance, Landlord may within a period of one hundred eighty (180) days after the occurrence of such destruction (a) commence reconstruction and restoration of the Premises and prosecute the same diligently to completion, in which event this Lease shall continue in full force and effect; or (b) notify Tenant in writing that it elects not to so reconstruct or restore the Premises, in which event this Lease shall cease and terminate as of the date of service of such notice, unless Tenant is unable to continue the operation of its business after the occurrence of such destruction, in which event this Lease shall cease and terminate as of the date of such destruction. In the event of any reconstruction of the Premises by Landlord following destruction as a result of any casualty or peril not covered by Landlord's insurance, such reconstruction shall be only to the extent necessary to restore the "Landlord's Work" in the Premises as described in Exhibit "B" and Tenant shall be obligated for the restoration of all of the items specified as "Tenant's Work" in Exhibit "B" in the event of such reconstruction, as well as Tenant's other leasehold improvements, trade fixtures and other personal property on the Premises.

16.3 Damage to the Center. Notwithstanding anything to the contrary herein contained, in the event of a total destruction of the Center or a partial destruction of the Center, the cost of restoration of which would exceed one-third (1/3) of the then replacement value of the Center, by any cause whatsoever, whether or not insured against and whether or not the Premises are partially or totally destroyed, Landlord may, within a period of one hundred eighty (180) days after the occurrence of such destruction, notify Tenant in writing that it elects not to so reconstruct or restore the Center, in which event this Lease shall cease and terminate as of the date of such destruction.

16.4 Damage Near End of Term. Notwithstanding the foregoing, in the event that the Premises are partially or totally destroyed during the last two (2) years of the Lease Term, Landlord shall have the option to terminate this Lease by giving written notice to Tenant of the exercise of such option within thirty (30) days after such destruction, in which event this Lease shall cease and terminate as of the date of service of such notice. For the purposes of this Article, partial destruction shall be deemed to be a destruction to an extent of at least one-third (1/3) of the full replacement cost of the Premises as of the date of destruction.

16.5 Release of Liability. In the event of any termination of this Lease in accordance with this Article, the parties shall be released thereby without further obligation to the other party coincidental with the surrender of possession of the Premises to Landlord except for items which have theretofore accrued and are then unpaid or unperformed.

16.6 Abatement of Rent. In the event of reconstruction and restoration as herein provided, and provided Tenant has maintained the business interruption or loss of income insurance required pursuant to Article VIII, to the extent that the proceeds of such business interruption or loss of income insurance may be exhausted during the period of reconstruction and restoration, Minimum Annual Rent payable hereunder shall be thereafter abated proportionately with the degree to which Tenant's use of the Premises is impaired during the remainder of the period of reconstruction and restoration; provided, however, the amount of Minimum Annual Rent abated pursuant to this Section 16.6 shall in no event exceed the amount of loss of rental insurance proceeds actually received by Landlord. Tenant shall continue the operation of its business on the Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management, and the obligation of Tenant to pay all other charges, except the entire Minimum Annual Rent, shall remain in full force and effect. Tenant shall not be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises, Tenant's personal property or any

inconvenience or annoyance occasioned by such destruction, reconstruction or restoration. Tenant hereby waives any statutory rights of termination, which may arise by reason of any partial or total destruction of the Premises, which Landlord is obligated to restore or may restore under any of the provisions of this Lease.

ARTICLE XVII.

COMMON AREAS AND EXPENSES

17.1 Use of Common Areas. There shall be available in the Center certain areas and facilities to be used for automobile parking and for the general use, convenience and benefit of the customers and patrons of Tenant and of the other tenants, owners and occupants of the Center, which areas together with the service corridors and all other service facilities and equipment are referred to herein as "common areas". Except as otherwise specifically provided in this Lease, Tenant and its employees and invitees are authorized, empowered and privileged to use the common areas in common with other authorized persons, as determined by Landlord, during the Lease Term. Landlord shall keep or cause to be kept said common areas in a neat, clean and orderly condition, properly lighted and landscaped, and shall repair any damage to the facilities thereof.

17.2 Common Area Expenses.

A. The expenses incurred by Landlord in connection with the operation, maintenance, repair and replacement of the common areas (collectively the "common area expenses") shall be apportioned among the various occupants and tenants of the Center, and Tenant hereby agrees to pay to Landlord its pro-rata share (as defined herein) of such common area expenses. Tenant's "pro-rata share" shall mean Tenant's share based upon a fraction, the numerator of which is the gross leasable floor area of the Premises as set forth in Section 1.1, and the denominator of which is the total gross leasable floor area of all retail stores constructed from time to time in the Center as of the end of the calendar year (excluding the floor area of (i) mezzanine space not utilized for retail sales area; (ii) the outdoor sales area adjacent to the Target Store; and (iii) the buildings of occupants of the Center which separately maintain the common area of the parcel upon which such buildings are located).

B. Commencing on the Rental Commencement Date and thereafter on the first (1st) day of each calendar month of the Lease Term, Tenant shall pay to Landlord one-twelfth (1/12) of an amount estimated by Landlord to be Tenant's share of such total annual common area expenses for the ensuing calendar year or balance thereof. Landlord may adjust the common area expenses charged to Tenant at the end of any calendar quarter on the basis of Landlord's experience and reasonably anticipated costs and a reasonable reserve for unanticipated expenses. On or before April 1 of each calendar year, Landlord shall furnish Tenant a statement covering the calendar year just expired showing the total common area expenses for the preceding calendar year, the amount of Tenant's share of such common area expenses, and the payments made by Tenant with respect to such calendar year as set forth above. If Tenant's share of such common area expenses exceeds Tenant's payments so made, Tenant shall pay Landlord the deficiency within ten (10) days after receipt of Landlord's statement. If Tenant's payments exceed Tenant's share of such common area expenses, Landlord shall have the option of (i) paying such excess to Tenant upon Landlord's delivery of such statement; or (ii) allowing Tenant to credit the excess against payments next thereafter to become due to Landlord for such expenses. Failure of Tenant to pay any of the charges required by this Article to be paid when due shall constitute a material default under the terms of this Lease. If Tenant fails to give Landlord written notice that Tenant objects to any common area expenses, taxes or insurance within one (1) year after Tenant receives Landlord's annual statement of such expenses, Tenant shall be deemed to have conclusively accepted such statement as correct and to have waived any and all rights at law or in equity to object to the common area expenses, taxes or insurance set forth in such statement. If Tenant provides notice that Tenant objects to any such expenses, Tenant's notice must set forth in reasonable detail the specific expenses to which Tenant objects and the reasons for Tenant's objections.

17.3 Expenses Included. Expenses incurred pursuant to Section 17.2 shall include, but are not limited to, all sums expended in connection with the common areas for all general maintenance, repairs, replacements and restoration, resurfacing, painting, restriping, cleaning,

sweeping and janitorial services; maintenance and repair of sidewalks, curbs and Center signs; sprinkler systems, elevators, escalators and stairways, planing and landscaping including maintenance and replacement thereof; lighting and other utilities including, without limitation, gas, water, electricity and the operation of heating and cooling equipment, directional signs and other markers and bumpers; maintenance and repair of any fire protection systems, lighting fixtures and systems (including replacement of tubes and bulbs as necessary); storm drainage systems, irrigation systems and any other utility systems; repair any Center signs; maintenance, repair and replacement of mechanical equipment including automatic door openers, installation, repair and replacement of all security systems and trash compactors or other similar devices; personnel to implement such services including, if Landlord deems necessary, the cost of security guards or devices; Landlord's share of real and personal property taxes and governmental charges, fees or assessments of any kind or nature on the facilities, improvements and land comprising the common areas; the cost of any capital improvements made to the Premises or the Center by Landlord that reduce common area expenses or that are required under any governmental law or regulation not applicable to the Center at the time it was constructed; premiums for public liability, property damage, fire and extended coverage insurance (including "Earthquake Insurance" and "Flood Insurance" if Landlord or Landlord's lender or ground lessor deems such insurance to be necessary or desirable) together with insurance against vandalism, malicious mischief, and any other insurance carried by Landlord on the common areas; and an allowance to Landlord for Landlord's supervision of said common areas in an amount equal to fifteen percent (15%) of the total of the aforementioned expenses (exclusive of taxes and insurance) for each calendar year. In the event Landlord shall contest any tax or assessment affecting the Center, the expenses involved in such contest shall be part of the common area expenses, regardless of whether such contest affects the buildings or the common areas. "Food Court" means that area, if any, of the Shopping Center for which specific Common Area is designated by Landlord, in its sole and absolute discretion, for the purpose of providing facilities to accommodate the consumption of food and beverages by customers of food use tenants in the Shopping Center. "Food Court Expenses" means all Expenses which are attributable to the operation and use of a Food Court in the Shopping Center. If Tenant is located in a Food Court, then Expenses shall also include Food Court Expenses as defined herein, and Tenant's pro rata share of Food Court Expenses shall be the proportion of all Food Court Expenses that the floor area of the Premises bears to the floor area of all food use tenants within the Food Court that are occupied and open for business.

17.4 Enlargement of Common Areas. Should Landlord acquire or make available additional land not shown as part of the Center on Exhibit "A" and make the same available as common areas, the expenses incurred by Landlord in connection with the operation, maintenance, repair and replacement of common areas also shall include all of the aforementioned expenses incurred and paid in connection with said additional land.

17.5 Common Area Rules and Regulations.

A. Landlord shall at all times have the right and privilege of determining the nature and extent of the common areas, whether the same shall be surface, underground or multiple-deck, and of making such changes therein and thereto from time to time which in its opinion are deemed to be desirable and for the best interests of all persons using such common areas, including the location and relocation of driveways, entrances, exits, automobile parking spaces, the direction and flow of traffic, designation of prohibited areas, landscaped areas and all other facilities thereof.

B. Nothing contained herein shall be deemed to create any liability upon Landlord for any damage to motor vehicles of customers or employees or for loss of property from within such motor vehicles, unless caused by the gross negligence or willful misconduct of Landlord, its agents, servants or employees.

C. Landlord shall have the right to establish and, from time to time, to change, alter and amend, and to enforce against Tenant and the other users of the common areas, such reasonable rules and regulations (including the exclusion of, or designation of area[s] for, employees' parking) as may be deemed necessary or advisable by Landlord for the proper and efficient operation and maintenance of the common areas. The rules and regulations herein provided for may include, without limitation, the hours during which the common areas shall be open for use. Landlord may, if in its opinion the same be advisable, establish a system or systems of validation or similar operation, including a system of charges against non-validated

parking checks of users, and Tenant agrees to conform to and abide by all such rules and regulations in its use and the use of its customers and patrons with respect to said automobile parking areas; provided, however, that all such rules and regulations and such types of operation or validation of parking checks and other matters affecting the customers and patrons of Tenant shall apply equally and without discrimination to all persons entitled to the use of such automobile parking areas.

17.6 Control of Common Area. Landlord shall at all times during the Lease Term have the sole and exclusive control of the automobile parking areas and structures, the parking spaces therein, driveways, entrances and exits and the sidewalks and pedestrian passageways and other common areas and may, at any time and from time to time during the Lease Term, exclude and restrain any person from use or occupancy thereof excepting, however, bona fide customers, patrons and service suppliers of Tenant and other tenants of Landlord who make use of such areas in accordance with the rules and regulations established by Landlord from time to time with respect thereto. The rights of Tenant in and to the common areas shall at all times be subject to the rights of Landlord, the other tenants of Landlord, if any, to use the same in common with Tenant, and it shall be the duty of Tenant to keep all of such areas free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operation and to permit the use of any of such areas only for normal parking and ingress and egress by customers, patrons and service suppliers to and from the building occupied by Tenant and the other tenants of Landlord.

If in the opinion of Landlord unauthorized persons are using any of the common areas by reason of the presence of Tenant in the Premises, Tenant, upon demand of Landlord, shall enforce such rights against all such unauthorized persons by appropriate proceedings. Nothing herein shall affect the rights of Landlord at any time to remove any such unauthorized persons from the common areas or to restrain the use of any of such areas by unauthorized persons.

17.7 Employee Parking Restrictions. It is acknowledged and agreed that the employees of Tenant and the other tenants within the Center and employees of other occupants of the Center shall not be permitted to park their automobiles or other vehicles in the automobile parking areas which may from time to time be designated for patrons of the Center. Landlord agrees to furnish and/or cause to be furnished either within the Center or reasonably close thereto, a limited amount of space for employee parking. Landlord at all times shall have the right to designate the particular parking area to be used by any or all of such employees and any such designation may be changed by Landlord from time to time at Landlord's sole and absolute discretion. Tenant and its employees shall park their cars only in those portions of the parking area, if any, designated for that purpose by Landlord, and shall attach to their cars any identification stickers or passes required by Landlord. Tenant shall furnish Landlord with its and its employees' license numbers within five (5) days after requested by Landlord, and Tenant shall thereafter notify Landlord of any change within five (5) days after such change occurs. If Tenant or its employees fail to park their vehicles in designated parking areas, Landlord may charge Tenant Fifteen Dollars (\$15.00) per day for each day or partial day per vehicle parked in any areas other than those designated; provided, however, Landlord agrees to give Tenant written notice of the first violation of this provision and Tenant shall have two (2) days thereafter within which to cause the violation to be discontinued and if not discontinued within said 2-day period, then the Fifteen Dollar (\$15.00) per day fine shall commence. After notice of such violation, no prior notice of any subsequent violation shall be required. All amounts due under the provisions of this paragraph shall be payable by Tenant within ten (10) days after demand therefor. Tenant hereby authorizes Landlord to tow away from the Center any vehicle or vehicles belonging to Tenant or Tenant's employees which are parked in violation of the foregoing or the rules and regulations issued by Landlord from time to time and/or to attach violation stickers or notices to such vehicles.

ARTICLE XVIII

TENANT'S DEFAULTS; REMEDIES

18.1 Events of Default. The occurrence of any of the following shall constitute a default and material breach of this Lease by Tenant:

A. Any failure by Tenant to pay any rent or any other charge required to be paid under this Lease, or any part thereof, for a period of three (3) days after written notice from Landlord to Tenant (provided, however, any notice shall be in lieu of, and not in addition to, any notice required under Section 1161 of the Code of Civil Procedure of California or any similar, superseding statute); or

B. Any failure by Tenant to observe or perform any other provision, covenant or condition of this Lease to be observed or performed by Tenant where such failure continues for fifteen (15) days after written notice thereof from Landlord to Tenant; provided that if the nature of such default is such that the same cannot reasonably be cured within a fifteen (15) day period, Tenant shall not be deemed to be in default if it shall commence such cure within such period and thereafter diligently pursue such cure to completion (provided, however, any notice shall be in lieu of, and not in addition to, any notice required under Section 1161 of the Code of Civil Procedure of California or any similar, superseding statute); or

C. The cessation of Tenant's business from the Premises or closure of the Premises following the initial construction of tenant improvements to the Premises for a period in excess of seventy-two (72) consecutive hours; or

D. Abandonment or vacation of the Premises by Tenant;

E. Failure to continually operate as provided in Sections 14.1 and 14.2; or

F. To the extent permitted by law, a general assignment by Tenant or any Guarantor of this Lease for the benefit of creditors, or the filing by or against Tenant or any Guarantor of any proceeding under an insolvency or bankruptcy law, unless in the case of a proceeding filed against Tenant or any Guarantor the same is dismissed within ninety (90) days, or the appointment of a trustee or receiver to take possession of all or substantially all of the assets of Tenant or any Guarantor, unless possession is restored to Tenant or such Guarantor within thirty (30) days, or any execution or other judicially authorized seizure of all or substantially all of Tenant's assets located upon the Premises or of Tenant's interest in this Lease, unless such seizure is discharged within thirty (30) days.

18.2 Remedies. In the event of a default by Tenant, Landlord, in addition to any other remedies available to it at law or in equity, including injunction, at its option, and without further notice or demand of any kind to Tenant or any other person may:

A. Terminate this Lease and declare the Lease Term hereof ended and re-enter the Premises and take possession thereof and remove all persons and property therefrom; and Tenant shall have no further claim thereon or hereunder;

B. Have the remedy described in California Civil Code Section 1951.4 (Landlord may continue the Lease in effect after Tenant's breach and recover rent as it becomes due);

C. Even though Landlord may have re-entered the Premises, thereafter elect to terminate this Lease and all of the rights of Tenant in or to the Premises.

In addition to any rights or remedies hereinbefore or hereinafter conferred upon Landlord under the terms of this Lease, the following remedies and provisions shall specifically apply in the event Tenant engages in any one or more of the acts contemplated by the provisions of Section 18.1(F) of this Lease;

D. Any receiver or trustee in bankruptcy shall either expressly assume or reject this Lease within sixty (60) days following the entry of an "Order for Relief" or within such earlier time as may be provided by applicable law;

E. In the event of an assumption of this Lease by a debtor or by a trustee, such debtor or trustee shall, within fifteen (15) days after such assumption (i) cure any default or provide adequate assurance that defaults will be promptly cured; and (ii) compensate Landlord for actual pecuniary loss or provide adequate assurance that compensation will be made for actual pecuniary loss including, but not limited to, all attorneys' fees and costs incurred by Landlord resulting from any such proceedings; and (iii) provide adequate assurance of future performance;

F. Where a default exists in this Lease, the trustee or debtor assuming this Lease may not require Landlord to provide services or supplies incidental to this Lease before its assumption by such trustee or debtor, unless Landlord is compensated for such services and supplies provided and the default cured before the assumption of such Lease;

G. The debtor or trustee may assign this Lease only if each of the following conditions is satisfied: (i) the Lease is assumed; (ii) adequate assurance of future performance by the assignee is provided, whether or not the Lease is then under default; and (iii) any consideration paid by any assignee in excess of the rental reserved in this Lease shall be the sole property of, and paid to, Landlord;

H. Landlord shall be entitled to the fair market value for occupancy of the Premises and the services provided by Landlord (but in no event less than the rental reserved in this Lease) subsequent to the commencement of a bankruptcy event;

I. Any security deposit given by Tenant to Landlord to secure the future performance by Tenant of all or any of the terms and conditions of this Lease, shall be automatically transferred to Landlord upon the entry of an "Order of Relief"; and

J. The parties agree that Landlord is entitled to adequate assurance of further performance of the terms and provisions of this Lease in the event of any assumption and assignment of the Lease under the provisions of the Bankruptcy Code. For purposes of any such assumption or assignment, the parties agree that the term "adequate assurance" shall include, without limitation, the following:

(i) Any proposed assignee must have demonstrated to Landlord's satisfaction a net worth (as defined in accordance with generally accepted accounting principles consistently applied) of an amount sufficient to assure that the proposed assignee will have the resources with which to conduct the business to be operated in the Premises, including the payment of all rent and other charges hereunder, for the balance of the Lease Term. The financial condition and resources of Tenant are material inducements to Landlord entering into this Lease.

(ii) Any proposed assignee must have engaged in the permitted use described in Section 1.1 hereof for at least five (5) consecutive years prior to the proposed assignment.

(iii) Any proposed assignee must have had minimum sales at each location at which it operated such a business equal to at least ninety percent (90%) of Tenant's average monthly sales at the Premises for the eighteen (18) month period preceding initiation of a proceeding under the Bankruptcy Code.

(iv) In entering into this Lease, Landlord considered extensively Tenant's permitted use and determined that such permitted business would add substantially to the tenant mix in the Center, and were it not for the Tenant's agreement to operate only Tenant's permitted business on the Premises, Landlord would not have entered into this Lease. Landlord's operation of the Center will be materially impaired if a trustee in bankruptcy or any assignee of this Lease operates any business other than Tenant's permitted business.

(v) The provisions of Section 14.4 of this Lease regarding competing locations and Landlord's acceptance thereof upon the terms and conditions specified therein were a material inducement to Landlord to enter into this Lease. Any individual or entity proposed by a trustee in bankruptcy to be an assignee of this Lease shall comply with the provisions of Section 14.4 of this Lease. Any proposed assignee of this Lease must assume and agree to be personally bound by each term, provision and covenant of this Lease.

(vi) Any assumption of this Lease by a proposed assignee shall not adversely affect Landlord's relationship with any of the remaining tenants in the Center, taking into consideration any and all other "use" clauses and/or "exclusivity" clauses which may then exist under such tenants' leases with Landlord.

Should Landlord have re-entered the Premises under the provisions of paragraph B above, Landlord shall not be deemed to have terminated this Lease or the liability of

Tenant to pay any rental or other charges thereafter accruing, or to have terminated Tenant's liability for damages under any of the provisions hereof by any action in unlawful detainer or otherwise to obtain possession of the Premises, unless Landlord shall have notified Tenant in writing that it has so elected to terminate this Lease, and Tenant further covenants that the service by Landlord of any notice pursuant to the unlawful detainer statutes of the State of California and the surrender of possession pursuant to such notice shall not (unless Landlord elects to the contrary at the time of or at any time subsequent to the serving of such notice and such election is evidenced by a written notice to Tenant) be deemed to be a termination of this Lease. In the event of any entry or taking possession of the Premises as aforesaid, Landlord shall have the right, but not the obligation, to remove therefrom all or any part of the personal property located therein and may place the same in storage at a public warehouse at the expense and risk of Tenant.

Should Landlord elect to terminate this Lease pursuant to the provisions of paragraph A or C above, Landlord may recover from Tenant as damages the following:

(i) The worth at the time of the award of any unpaid rent and other charges which had been earned at the time of termination; plus

(ii) The worth at the time of the award of the amount by which the unpaid rent and other charges which would have been earned after termination until the time of the award exceeds the amount of the loss of such rental and other charges that Tenant proves could have been reasonably avoided; plus

(iii) The worth at the time of the award of the amount by which the unpaid rent and other charges for the balance of the Lease Term after the time of the award exceeds the amount of the loss of such rental and other charges that Tenant proves could have been reasonably avoided; plus

(iv) Any other amount necessary to compensate Landlord for all of the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom including, but not limited to, any costs or expenses incurred by Landlord in (a) retaking possession of the Premises, including reasonable attorneys' fees thereof; (b) maintaining or preserving the Premises after such default; (c) preparing the Premises for reletting to a new tenant, including repairs or alterations to the Premises for such reletting; (d) leasing commissions; and (e) any other costs necessary or appropriate to relet the Premises; plus

(v) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable California law.

18.3 Computations. For the purposes of the preceding paragraph, all rental and charges other than Minimum Annual Rent including, but not limited to, common area expenses and Percentage Rent, if any, shall be computed on the basis of the average monthly amount thereof accruing during the twelve (12) month period immediately preceding notice to Tenant of Tenant's default unless a twelve (12) month period of this Lease has not elapsed, in which case the average monthly amount shall be based upon the entire period of Tenant's occupancy of the Premises. In the event of default, all of Tenant's fixtures, furniture, equipment, improvements, additions, alterations and other personal property shall remain on the Premises and, during the period of such default, Landlord shall have the right to require Tenant to remove the same forthwith.

18.4 Definition of Worth at the Time of Award. As used in subparagraphs (i) and (ii) above, the "worth at the time of the award" shall be computed by allowing interest at the interest rate specified in Section 30.13. As used in subparagraph (iii) above, the "worth at the time of the award" shall be 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%).

18.5 Efforts to Relet. For the purposes of this Article, Tenant's right to possession shall not be deemed to have been terminated by efforts of Landlord to relet the Premises, by its acts of maintenance or preservation with respect to the Premises, or by appointment of a receiver to protect Landlord's interests hereunder. The foregoing enumeration is not exhaustive, but

merely illustrative of acts, which may be performed by Landlord without terminating Tenant's right to possession.

18.6 No Waiver. The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing and executed by Landlord.

ARTICLE XIX.

DEFAULT BY LANDLORD

Landlord shall not be in default hereunder unless Landlord fails to perform the obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and, following Landlord's failure to act within such thirty (30) day notice period, to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to Tenant in writing specifying wherein Landlord has failed to perform such obligation; provided, however, if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In the case of a default by Landlord, prior to Tenant's exercise of any remedy, the holder of any first mortgage or deed of trust encumbering the Center shall have the right, but not the obligation, to cure such a default. In no event shall Tenant have the right to terminate this Lease as a result of Landlord's default, and Tenant's remedies shall be limited to an action at law for monetary damages. Nothing herein contained shall be interpreted to mean that Tenant is excused from paying rent due hereunder as a result of any default by Landlord. In no event shall Landlord be liable for consequential damages or Tenant's lost profits resulting from Landlord's default.

ARTICLE XX.

ATTORNEYS' FEES

In the event that either party shall institute any legal action or proceeding against the other relating to the provisions of this Lease, or any default hereunder, the unsuccessful party in such action or proceeding agrees to pay to the prevailing party the reasonable attorneys' fees and costs actually incurred by the prevailing party.

ARTICLE XXI.

EMINENT DOMAIN

21.1 Taking Resulting in Termination. In the event that all or substantially all of the Premises shall be taken under the power of eminent domain, or that any portion of the Center shall be so taken so as to render the Center not reasonably suitable for continuation of business in Landlord's or Landlord's lender's absolute discretion, this Lease shall thereupon terminate as of the date possession shall be so taken. In the event that a portion of the floor area of the Premises shall be taken under the power of eminent domain and the portion not so taken will not be reasonably adequate for the operation of Tenant's business, notwithstanding Landlord's performance of restoration as hereinafter provided, this Lease shall terminate as of the date possession of such portion is taken. If this Lease is terminated, all rent shall be paid up to the date that actual possession of the Premises, or a portion thereof, is taken by public authority, and Landlord shall make an equitable refund of any rent paid by Tenant in advance and not yet earned.

21.2 Partial Taking. In the event of any taking under the power of eminent domain which does not terminate this Lease as aforesaid, all of the other provisions of this Lease, shall remain in full force and effect, except that the Minimum Annual Rent only shall be reduced in the same proportion that the amount of floor area of the Premises taken bears to the floor area of the Premises immediately prior to such taking, and Landlord shall, to the extent of the condemnation award, at Landlord's own cost and expense, restore such part of Landlord's Work in the Premises described in Exhibit "B" as is not taken to as near its former condition as the circumstances will permit, and Tenant shall do likewise with respect to such part of Tenant's Work as is not taken.

21.3 Award. All damages awarded for any such taking under the power of eminent domain, whether for the whole or a part of the Premises, shall belong to and be the property of Landlord, whether such damages shall be awarded as compensation for diminution in value of the leasehold or for the fee of the Premises; provided, however, that nothing herein contained shall prevent Tenant from making claim for loss or damage to Tenant's trade fixtures and removable personal property.

21.4 Transfer Under Threat of Taking. A voluntary sale by Landlord of all or any portion of the Center to a public or quasi-public body, agency or person, corporate or otherwise, having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a taking by eminent domain.

21.5 Requisitioning. Notwithstanding anything to the contrary in the foregoing provisions, the requisitioning of the Premises or any part thereof by military or other public authority for purposes arising out of a temporary emergency or other temporary situation or circumstances shall constitute a taking of the Premises by eminent domain only when the use and occupancy by the requisitioning authority has continued for one hundred eighty (180) days. During such one hundred eighty (180) consecutive day period, and if this Lease is not terminated under the foregoing provisions, then for the duration of the use and occupancy of the Premises by the requisitioning authority, any obligation of Tenant under this Lease to pay other amounts, and all of the other provisions of this Lease, shall remain in full force and effect, except that Minimum Annual Rent shall be reduced in the same proportion that the amount of the floor area of the Premises requisitioned bears to the total floor area of the Premises, and Landlord shall be entitled to whatever compensation may be payable from the requisitioning authority for the use and occupation of the Premises for the period involved.

ARTICLE XXII.

SUBORDINATION; ATTORNMEN

22.1 Subordination. This Lease is subject and subordinate to all ground and/or other underlying leases including sale and leaseback leases, mortgages and deeds of trust or other encumbrances which now affect the Center, the Premises or any portion thereof, together with all renewals, modifications, consolidations, replacements and extensions thereof; provided, however, if the lessor under any such lease or the holder or holders of any such mortgage, deed of trust or any encumbrance shall advise Landlord that it or they desire to require this Lease to be prior and superior thereto, upon written request of Landlord to Tenant, Tenant agrees to promptly execute, acknowledge and deliver any and all documents or instruments which Landlord or such lessor, holder or holders deem necessary or desirable for purposes therefor. This Lease is further subject and subordinate to (a) all covenants, conditions, restrictions, easements and any other matters or documents of record including, but not limited to, that certain recorded or unrecorded document entitled "Operation and Easement Agreement" between Dayton Hudson Corporation, a Minnesota corporation, and Landlord (hereinafter referred to as the "OEA"), together with all renewals, modifications, consolidations, replacements and extensions thereof; and (b) any zoning laws of the city, county and state where the Center is situated. Tenant hereby covenants that Tenant, and all persons in possession or holding under Tenant, will conform to and will not violate the terms of the OEA or said matters of record.

22.2 Future Encumbrance. Landlord shall have the right to cause this Lease to be and become and remain subject and subordinate to any and all ground and/or other underlying leases, including sale and leaseback leases, mortgages or deeds of trust or other encumbrances which may hereafter be executed covering the Center, the Premises, the real property thereunder or any

portion thereof, for the full amount of all advances made or to be made thereunder and without regard to the time or character of such advance, together with interest thereon, and subject to all of the terms and provisions thereof; and Tenant agrees, within ten (10) days after Landlord's written request therefor, to execute, acknowledge and deliver upon request any and all documents or instruments requested by Landlord or necessary or proper to assure the subordination of this Lease to any such mortgages, deeds of trust, leasehold estates or other encumbrances.

22.3 Attornment. Notwithstanding anything to the contrary set forth in this Article, Tenant hereby attorns and agrees to attorn to any person, firm or corporation purchasing or otherwise acquiring Landlord's interest in the Center, the Premises, or the real property thereunder or any portion thereof, at any sale or other proceeding or pursuant to the exercise of any rights, powers, or remedies under such mortgages or deeds of trust or ground or underlying leases as if such person, firm or corporation had been named as Landlord herein, it being intended hereby that, if this Lease shall be terminated, cut off, or otherwise defeated by reason of any act or actions by the owner or holder of any such mortgage or deed of trust, or the lessor under any such leasehold estate, then at the option of any such person, firm or corporation so purchasing or otherwise acquiring Landlord's interest in the Center, the Premises, or the real property thereunder or any portion thereof, this Lease shall continue in full force and effect. Tenant hereby irrevocably appoints Landlord the attorney-in-fact of Tenant to execute and deliver any documents provided herein for and in the name of Tenant, and such power, being coupled with any interest, is irrevocable.

22.4 Estoppel Certificate. Tenant agrees to deliver in recordable form within ten (10) days after written request therefor by Landlord, an estoppel statement substantially in the form attached hereto as **Exhibit "D"**. Tenant's failure or refusal to timely execute such certificate, or such other certificate reasonably requested by Landlord shall constitute (a) an acknowledgment by Tenant that the statements in such certificate are true and correct without exception, and (b) a material breach of Tenant's obligations under this Lease (which may be waived in writing by Landlord).

22.5 Mortgagee Changes. Tenant shall not unreasonably withhold its consent to changes or amendments to this Lease requested by Landlord's ground lessor, if any, or any present or future holder of a mortgage or deed of trust or such similar financing instrument covering Landlord's fee or leasehold interest in the Premises, as the case may be, so long as such changes do not materially alter the economic terms of this Lease or otherwise materially diminish the rights or materially increase the obligations of Tenant.

ARTICLE XXIII.

SALE OF PREMISES BY LANDLORD

In the event of any sale, exchange or other conveyance of Landlord's interest in the Center or any portion or portions thereof by Landlord and an assignment by Landlord of this Lease, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the Premises or this Lease occurring after the consummation of such sale, exchange or conveyance and assignment.

ARTICLE XXIV.

HOLDOVER BY TENANT

This Lease shall terminate without further notice upon the expiration of the Term. Upon the expiration or earlier termination of the Term, Tenant shall peaceably and quietly surrender the Premises broom-clean and in the same condition (including, at Landlord's option, the demolition and removal of any improvements made by Tenant to the Premises) as the Premises were in upon delivery of possession of same to Tenant by Landlord, reasonable wear and tear excepted. Should Tenant hold over in the Premises beyond the expiration or earlier termination of this Lease, the holding over shall not constitute a renewal or extension of this Lease or give Tenant any rights under this Lease. In such event, Landlord may, in its sole discretion, treat

Tenant as tenant at will or at sufferance, subject to all of the terms and conditions in this Lease, except that Minimum Annual Rental shall be an amount equal to the greater of (a) 200 percent of the sum of Minimum Annual Rental which was payable by Tenant for the 12 month period immediately preceding the expiration or earlier termination of this Lease, or (b) the then current fair market rent for comparable space in the Center, as the same is determined by Landlord in its reasonable business judgment. In the event Tenant fails to surrender the Premises upon the expiration or earlier termination of this Lease, Tenant, in addition to paying all amounts required to be paid pursuant to the Lease (including, without limitation, this Section 24.1), shall indemnify and hold Landlord harmless from all loss or liability which may accrue therefrom including, without limitation, any claims made by any succeeding tenant founded on or resulting from Tenant's failure to surrender. Acceptance by Landlord of any Minimum Annual Rental or any other charges payable by Tenant under this Lease after the expiration or earlier termination of this Lease shall not constitute a consent to a holdover hereunder, or constitute acceptance of Tenant as tenant at will, or result in a renewal of this Lease.

ARTICLE XXV.

NOTICES

Wherever in this Lease it shall be required or permitted that notice, approval, advice, consent or demand be given or served by either party to this Lease to or on the other, or any notices Landlord is required or authorized to serve upon Tenant in order to advise Tenant of alleged violations of Tenant's covenants contained in Article XI (improper advertising medium/signs), Article XV (failure of Tenant to properly repair and/or maintain the Premises), or Article XVII (improper parking of automobiles), such notice, approval, advice, consent or demand shall be given or served, and shall not be deemed to have been duly given or served unless, in writing and shall be sent to the addresses listed in Section 1.1 hereof by personal service or by United States certified or registered mail, postage prepaid, return receipt requested, or by overnight private courier, addressed to the party to be served at the address indicated in Section 1.1 or such other address as the party to be served may from time to time designate in a notice to the other party. All notices shall be deemed effective from the date they are personally delivered or, if mailed, two (2) days after the date such notices were placed in the United States Mail.

ARTICLE XXVI.

[INTENTIONALLY OMITTED]

ARTICLE XXVII.

[INTENTIONALLY OMITTED]

ARTICLE XXVIII.

CAPTIONS AND TERMS

28.1 Reference Only. The captions of Articles and Sections of this Lease are for convenience only and do not in any way limit or amplify the terms and provisions of this Lease. Except as otherwise specifically stated in this Lease, the "Lease Term" shall include the original term and any extension, renewal or holdover thereof.

28.2 Parties. If more than one (1) person or corporation is named as Tenant in this Lease and executes the same as such, the word "Tenant", wherever used in this Lease, is intended to refer to all such persons or corporations, and the liability of such persons or corporations for compliance with the performance of all of the terms, covenants and provisions of this Lease shall be joint and several. The masculine pronoun used herein shall include the

feminine or the neuter as the case may be, and the use of the singular shall include the plural, as the context may require.

ARTICLE XXIX.

OBLIGATIONS OF SUCCESSORS

Each and all of the provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto, and except as otherwise specifically provided in this Lease (including, without limitation, Article 13), their respective heirs, executors, administrators, successors and assigns, subject, however, to all agreements, covenants, and restrictions contained elsewhere in this Lease with respect to the assignment, transfer, encumbering or subletting of all or any part of Tenant's interest in this Lease or the Premises.

ARTICLE XXX.

MISCELLANEOUS PROVISIONS

30.1 Separability. It is agreed that, if any provision of this Lease shall be determined to be void by a court of competent jurisdiction, then such determination shall not affect any other provision of this Lease, and all such other provisions shall remain in full force and effect.

30.2 Warranty of Corporate Authority. If Tenant is a corporation or partnership, each individual executing this Lease on behalf of the corporation or partnership represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of the corporation or partnership and that this Lease is binding upon the corporation or partnership. If Tenant is a corporation, the persons executing this Lease on behalf of Tenant hereby covenant and warrant that (a) Tenant is a duly qualified corporation and all steps have been taken prior to the Effective Date hereof to qualify Tenant to do business in the State of California; (b) all franchise and corporate taxes have been paid to date; and (c) all forms, reports, fees and other documents necessary to comply with applicable laws will be filed when due.

30.3 Merger. It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Lease, and this Lease entirely supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. This Lease contains all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises and shall be considered to be the only agreement between the parties hereto and their representatives and agents. None of the terms, covenants, conditions or provisions of this Lease may be modified, deleted or added to except by written Lease Amendment signed by the parties hereto. All negotiations and oral agreements acceptable to both parties have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is totally upon the representations and agreements contained in this Lease.

30.4 Right to Lease. Landlord reserves the absolute right to effect such other tenancies in the Center as Landlord in the exercise of its sole business judgment shall determine. Tenant does not rely on the fact, nor does Landlord represent, that any specific tenant or type or number of tenants shall, during the Lease Term, occupy any space in the Center.

30.5 Governing Law. The laws of the State of California shall govern the validity, construction, performance and enforcement of this Lease. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be the county and judicial district in which the Center is located. Although the printed provisions of this Lease were drawn by Landlord, this Lease shall not be construed either for or against Landlord or Tenant but shall be interpreted in accordance with the general tenor of its language.

30.6 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor,

governmental actions, civil commotions, fire or other casualty, and other non-financial causes beyond the reasonable control of the party obligated to perform, shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage, except the obligations, once accrued, imposed with regard to rental and other charges to be paid by Tenant pursuant to this Lease. Tenant must provide notice of any force majeure delay to Landlord within five (5) days of the occurrence of such delay or Tenant waives its right to claim a force majeure delay. In addition, delays caused by governmental authorities in obtaining Tenant's permits shall not be deemed to be a force majeure event and shall not postpone the Rental Commencement Date.

30.7 Cumulative Rights. The various rights, options, elections, powers and remedies contained in this Lease shall be construed as cumulative, and no one remedy shall be exclusive of any other remedy, or of any other legal or equitable remedy which either party might otherwise have in the event of breach or default in the terms hereof, and the exercise of one right or remedy by such party shall not impair its right to any other right or remedy until all obligations imposed upon the other party have been fully performed.

30.8 Time. Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Lease.

30.9 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, and neither the method of computation of rent nor any other provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

30.10 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 is extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by the terms of any mortgage or deed of trust covering the Premises. Accordingly, if any installment of rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee when due, then Tenant shall pay to Landlord a late charge equal to Two Hundred Fifty Dollars (\$250.00) or five percent (5%) of the amount due, whichever is higher, provided that such amount will not exceed the maximum rate permitted by law, plus any attorneys' fees incurred by Landlord by reason of Tenant's failure to pay rent and/or other charges when due hereunder. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charge by 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. Tenant hereby agrees that, if Tenant is subject to a late charge for two (2) consecutive months, Minimum Annual Rent for the following twelve (12) months shall automatically be adjusted to be payable quarterly, in advance, commencing upon the first day of the month following such consecutive late month and continuing for the next twelve (12) months on a quarterly basis in advance.

30.11 Financial Statements. At any time during the Lease Term, Tenant shall, upon ten (10) days' prior written notice from Landlord, provide Landlord or any institutional lender which is negotiating with Landlord for interim, construction or permanent financing, with a confidential current financial statement (dated within ninety [90] days of the date Tenant receives Landlord's notice) and financial statements for each of the two (2) years prior to the then current fiscal statement year. Such current statement shall be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Tenant, shall be audited by an independent certified public accountant.

30.12 Real Estate Brokers. Landlord and Tenant represent and warrant that, except for a commission owed by Landlord pursuant to a separate written listing agreement between Landlord and Landlord's broker, Grubb & Ellis Company, there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease, and agree to indemnify the other against and hold it harmless from all liability arising from any such claim including, without limitation, the cost of attorneys' fees in connection therewith. Landlord and Tenant acknowledge that California Commercial Partners, Inc. (Chris Fredrick) ("Tenant's

Broker") exclusively represents Tenant, and Tenant hereby warrants that it has had no dealings with any real estate broker or agent in connection with this Lease other than Tenant's Broker.

30.13 Interest. Tenant shall pay to Landlord when due all sums of money required to be paid pursuant to this Lease. If such amounts or charges are not paid at the time provided in this Lease, they shall nevertheless be collectible with the next installment of Minimum Annual Rent thereafter falling due, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder, or limit any other remedy of Landlord. If Tenant shall fail to pay, when the same is due and payable, any rent or other charge, such unpaid amounts shall bear interest at the lesser of ten percent (10%) per annum or the maximum lawful rate from the date due to the date of payment. If the interest rate specified herein is higher than the rate permitted by law, the interest rate is hereby decreased to the maximum legal interest rate permitted by law.

30.14 No Offer to Lease. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, occupancy of the Premises; and this document shall become effective and binding only upon execution and delivery hereof by Tenant and by Landlord. No act or omission of any agent of Landlord or Landlord's broker, if any, shall alter, change or modify any of the provisions hereof.

30.15 Limitation of Landlord Liability. Notwithstanding any other provision hereof, Landlord shall not have any personal liability hereunder. If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed, and if as a consequence of such default Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Landlord in the Center and out of rents or other income from such property receivable by Landlord, or out of the consideration receivable by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the Center, subject to the rights of Landlord's mortgagee, and neither Landlord, nor any affiliate of Landlord, nor their employees, officers, directors, shareholders or affiliates shall be liable for any deficiency.

30.16 Hazardous Materials. Tenant covenants as follows:

A. Except for ordinary and general office supplies typically used in the ordinary course of business, such as copier toner, liquid paper, glue and ink and common household cleaning materials (some or all of which may constitute "Hazardous Materials" as herein defined), Tenant agrees not to cause or permit any Hazardous Materials to be brought upon, stored, used, handled, generated, released or disposed of, on, in, under or about the Premises, the common areas or any portion of the Center by Tenant, its agents, employees, subtenants, assignees, contractors or invitees (collectively, "Tenant Parties"), without the prior written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. At all times and in all respects, Tenant and the other Tenant Parties shall comply with all federal, state and local laws, statutes, ordinances and regulations including, but not limited to, the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), Resource Conservation & Recovery Act (42 U.S.C. Section 16901 et seq.), Safe Drinking Water Act (42 U.S.C. Section 3000[f] et seq.), Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.), the Clean Air Act (42 U.S.C. Section 7401 et seq.), Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.), California Health & Safety Code (Section 25100 et seq. and 39000 et seq.), California Water Code (Section 13000 et seq.) and other comparable state laws (collectively, "Hazardous Materials Laws"), relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, disposal or transportation of any oil, flammable explosives, asbestos, urea formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes including, without limitation, any "hazardous substances", "hazardous wastes", "hazardous materials", or "toxic substances" under any such federal, state or local laws, statutes, ordinances or regulations (collectively, "Hazardous Materials").

B. At Tenant's own expense, Tenant shall procure, maintain in effect and comply with all conditions of any and all permits, licenses, and other governmental and regulatory approvals required for the use of the Premises including, without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the Center or the Premises. Except as discharged into the sanitary sewer in strict accordance and

conformity with all applicable Hazardous Materials Laws, Tenant shall not cause any and all Hazardous Materials removed from the Center to be removed and transported, except solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and wastes. Tenant shall in all respects handle, treat, deal with and manage any and all Hazardous Materials in, on, under or about the Center in total conformity with all applicable Hazardous Materials Laws and prudent industry practices regarding management of such Hazardous Materials. Upon transfer of possession of the Premises, such transferor shall cause all Hazardous Materials to be removed from the Premises, transferred and transported for use, storage or disposal in accordance with and in compliance with all applicable Hazardous Materials Laws. Upon the expiration or sooner termination of this Lease, Tenant agrees to remove from the Premises, at its sole cost and expense, any and all Hazardous Materials, including any equipment or systems containing Hazardous Materials which are installed, brought upon, stored, used, generated or released upon, in or under the Premises or any portion of the Center by Tenant or any of the Tenant Parties.

C. Tenant shall immediately notify Landlord in writing of (i) any enforcement, clean-up, removal or other governmental or regulatory action instituted, completed or threatened pursuant to any Hazardous Materials Laws; (ii) any claim made or threatened by any person against Tenant, any of the Tenant Parties, the Premises, or any portions of the Center including, without limitation, any buildings located thereon, relating to damage, contribution, cost recovery compensation, loss or injury resulting from or claimed to result from any Hazardous Materials; and (iii) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the Premises or any portions of the Center, including any complaints, notices, warnings or asserted violations in connection therewith. Tenant shall also supply to Landlord as promptly as possible, and in any event within five (5) business days after any Tenant Party first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations, relating in any way to the Premises, any portions of the Center or Tenant's or any Tenant Party's use thereof.

D. Tenant shall immediately remove all Hazardous Materials and indemnify, defend, protect, and hold Landlord and each of its partners, employees, agents, attorneys, successors and assigns, free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses and expenses (including attorneys' fees), as well as the death of or injury to any person and damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by Tenant's or any Tenant Party's use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of Hazardous Materials to, in, on, under, about or from the Premises or any portion of the Center including, without limitation, any buildings located thereon. Tenant's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, clean-up or detoxification or decontamination of the Premises or Center or any building thereon, or the preparation and implementation of any closure, remedial action or other required plans in connection therewith. For purposes of the release and indemnity provisions hereof, any acts or omissions of Tenant or any Tenant Party, or anyone holding under Tenant or any Tenant Party, or by any of their employees, agents, assignees, contractors or subcontractors or others acting for or on behalf of Tenant or any Tenant Party (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to Tenant. The terms of the indemnification by Tenant set forth in this Section 30.16 shall survive the expiration or earlier termination of this Lease.

30.17 Nondiscrimination. Tenant herein covenants by and for itself, its heirs, executors, administrators, successors and assigns, and all persons claiming under or through them, and this Lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person, or group of persons, on account of status, race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry or national origin, in the leasing, renting, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall the lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the land herein leased.

30.18 Revenue and Expense Accounting. Landlord and Tenant agree that, for all purposes (including any determination under Section 467 of the Internal Revenue Code), rental income will accrue to Landlord and rental expenses will accrue to Tenant in the amounts and as of the dates rent is payable under the Lease.

30.19 Waiver of Rights of Redemption. Tenant waives all rights of redemption granted under any present and future law if Landlord obtains the right to possession of the Premises by reason of the violation by Tenant of any of the covenants and conditions of this Lease or otherwise.

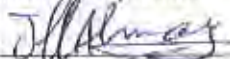
30.20 Repayment of Free Rent and Tenant Improvement Allowance. If this Lease provides for a postponement of any monthly rent payments, a period of "free" rent or other rent concession, for purposes of this Section, postponed rent, "free" rent or other rent concession is called the "Abated Rent". If this Lease provides for Landlord's payment of a tenant improvement allowance to Tenant, such allowance is called the "Tenant Improvement Allowance". Tenant shall be credited with having paid all of the Abated Rent on the expiration of the Lease Term only if Tenant has fully, faithfully and punctually performed all of Tenant's obligations hereunder, including the payment of all rent (other than the Abated Rent) and all other monetary obligations and the surrender of the property in the physical condition required by this Lease. Tenant acknowledges that its right to receive credit for the Abated Rent is absolutely conditioned upon Tenant's full, faithful, and punctual performance of its obligations under this Lease. Tenant further acknowledges that its right to receive the Tenant Improvement Allowance is absolutely conditioned upon Tenant's full, faithful and punctual performance of its obligations under this Lease. If Tenant defaults and does not fully cure such default within three (3) days of receiving written notice of default, the Abated Rent shall immediately become due and payable in full, the amount of any Tenant Improvement Allowance paid to Tenant shall immediately be returned and repaid to Landlord, and this Lease shall be enforced as if there were no such rent abatement, other rent concession or Tenant Improvement Allowance. In such case, Abated Rent shall be calculated based on the full initial rent payable under this Lease.

[signatures follow on next page]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed and delivered this Lease as of the day and year first above written.

"TENANT"

LA CREPERIE CHINO HILLS INC.,
a California corporation

By: 

Name: JEFF ALMAZ

Its: CEO

By: _____

Name: _____

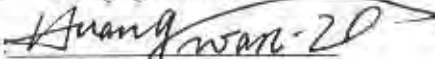
Its: _____

"LANDLORD"

SY VENTURES III, LLC
a California limited liability company

By: Shin Yen Management, Inc.,
a California corporation

Its: Managing Member

By: 

Wan-I-Huang, President

Unica Spoutum Marketplace
La Creperie
May 17, 2010

EXHIBIT "A-1"
PATIO AREA

[to be attached]

EXHIBIT "B"

PROVISIONS RELATING TO THE CONSTRUCTION OF THE PREMISES

Except as specifically set forth in Article I hereinbelow (Landlord's Work), Landlord shall deliver and Tenant shall accept the Premises in its current "As-Is" condition.

I. LANDLORD'S WORK. Landlord shall have no obligation to perform any work at the Premises, it being acknowledged and agreed that any and all work required under this Exhibit "B", and otherwise necessary for the completion of the Premises and Tenant's business as permitted under this Lease, shall be completed by Tenant, at Tenant's sole cost and expense.

II. DELIVERY OF PREMISES. If Landlord does not deliver the Premises to Tenant with Landlord's Work Substantially Complete on or prior to the date that is 180 days from the Effective Date of the Lease (subject to events of Force Majeure and Tenant Delays), Tenant shall have the right (as Tenant's sole and exclusive remedy for Landlord's failure to deliver the Premises on or prior to such date) to terminate this Lease by delivering a written termination notice to Landlord at any time after the end of such 180 day period, but prior to the date that Landlord delivers the Premises to Tenant with Landlord's Work Substantially Complete. For the purposes of this section, the Landlord's Work shall be "Substantially Complete" as soon as Landlord completes the construction and installation of Landlord's Work, subject to minor "punch list" items. Within five (5) days following the date Landlord notifies Tenant that Landlord's Work is Substantially Complete, Tenant shall provide Landlord with a list ("Punchlist") of those items, if any, of Landlord's Work which are either incomplete or defective. Landlord shall, within a reasonable time after receipt of the Punchlist, complete or repair the items of Landlord's Work set forth in the Punchlist.

III. PERFORMANCE OF TENANT'S WORK

A. Conditions for Commencement of Tenant's Work. Tenant shall not commence any work in the Premises unless and until the following conditions have been met:

1. Landlord shall have approved the Tenant's construction plans (the "Approved Construction Plans"). Tenant, at its sole expense, shall prepare and submit to Landlord detailed plans and specifications for all of Tenant's Work. Within twenty (20) days after Landlord's receipt of such proposed plans and specifications, Landlord shall either: (a) notify Tenant of its approval of said plans and specifications; or (b) notify Tenant of its disapproval of the same, which approval shall not be unreasonably withheld. If Landlord does not approve said plans and specifications, Landlord shall advise Tenant of those revisions or corrections which Landlord requires and Tenant shall, within five (5) days thereafter, submit proposed plans and specifications, so revised or corrected as to satisfy Landlord's reasonable requirements, to Landlord for its approval. Tenant shall furnish to Landlord any further information reasonably required by Landlord concerning plans and specifications within two (2) business days after Landlord's request therefor. Tenant shall make no changes to such approved plans and specifications without Landlord's prior written consent;

2. Landlord shall have approved Tenant's contractor;

3. Tenant shall have obtained all permits and approvals from all authorities for Tenant's Work and shall furnish Landlord with copies of all said permits;

4. Tenant shall have obtained all insurance required under the Lease and shall have furnished Landlord with duplicate originals or certificates of such insurance in accordance with the Lease;

5. Tenant shall have furnished Landlord with a certificate of its contractor's worker's compensation and liability insurance, which shall name Landlord as an additional insured;

6. Tenant shall have supplied Landlord with a key to all locks installed by Tenant in the Premises;

7. Landlord shall have consented to the commencement of Tenant's Work in the Premises; and

8. Tenant shall have made payments for work to be done by Landlord.

B. General Requirements. All Tenant's Work shall be performed strictly in accordance with the following:

1. All Tenant's Work shall comply with the requirements of all governing codes and ordinances, Landlord's insurance carrier or rating organization, Landlord's lender and any requirements of all governmental authorities having jurisdiction, and any and all agencies thereof, including requirements relating to utilizing union labor and paying prevailing wages in the locality in which the Center is located;

2. All Tenant's Work shall be performed in accordance with the Approved Construction Plans, a copy of which shall be maintained by Tenant at the Premises at all times until final completion of Tenant's Work;

3. All Tenant's Work shall be performed without interference with other work being performed in and about the Center, including the Premises;

4. Tenant shall cooperate and comply with all rules and regulations which Landlord, its architect or contractor may make in connection with the construction work in the Center;

5. Tenant shall comply with Landlord's guidelines for Tenant's construction which are provided to Tenant by Landlord prior to and/or during the course of the performance of Tenant's Work;

6. Tenant shall at all times during the performance of Tenant's Work provide Landlord with a key to all locks installed by Tenant or its contractor in the Premises and, after completion of Tenant's Work, Tenant shall, at Tenant's cost and expense, change all such locks; and

7. Tenant's entry prior to the commencement of the Lease Term shall be subject to all of the provisions of this Lease, other than the payment of rent and other charges to Landlord.

C. Tenant's Work Which Affects the Building in Which the Premises Are Situated. All work to be performed by Tenant shall not damage the building of which the Premises are a part or any part thereof, and shall be handled in the following manner:

1. Work attached to the structure and/or the roof, such as additional electrical, plumbing, heating, ventilating and air conditioning systems, and any items of Tenant's Work, which, in Landlord's sole discretion, affect the structural or weatherproof integrity of the building in which the Premises are located, including all roof penetrations or roof work of any kind, and any work which affects Landlord's roof warranty, guarantee or bond, shall, at Landlord's option, be:

(a) Awarded by Tenant to a licensed contractor, written approval of whom has been given by Landlord; or

(b) Awarded to Landlord's Contractor and administered by Landlord. In the event Landlord elects to have Landlord's Contractor perform such work, Landlord shall obtain a bid for such work from Landlord's Contractor and shall charge Tenant the actual cost of such work as charged by Landlord's Contractor, plus an administration fee to Landlord, not to exceed fifteen percent (15%) of the actual cost of said work. The cost of any Tenant's Work performed by Landlord's Contractor pursuant to this subparagraph shall be paid for by Tenant prior to the commencement of the work, upon demand by Landlord.

D. Landlord's Reserved Rights. Landlord reserves the following rights with respect to Tenant's Work:

1. Landlord shall at all times during the performance of Tenant's Work have a right of access to the Premises for the purpose of performing work in and about the Premises, both in connection with Landlord's construction and/or repair of the Center and the performance of Landlord's Work;

2. Landlord shall not be responsible to Tenant for any loss of or damage to any Tenant's property installed or left in the Premises or such other space within the Center prior to completion of Tenant's Work or at any time thereafter during the entire Lease Term.

E. Completion of Tenant's Work. Tenant's Work shall be deemed to be complete at such time as all of the following shall have occurred:

1. Tenant has furnished Landlord with a Certificate of Occupancy for the Premises;

2. Tenant has furnished Landlord with lien waivers or other evidence satisfactory to Landlord of Tenant's lien-free completion of Tenant's Work;

3. Landlord, its architect or other authorized designee of Landlord shall have inspected the Premises and approved Tenant's Work;

4. Tenant shall have changed all locks to all doors and windows to the Premises; and

5. Tenant shall have furnished Landlord with all keys to the Premises.

F. Tenant's Use of a Contractor Other than Landlord's Contractor. It is further understood and agreed that the items set forth below shall be incorporated as "Special Conditions" into the contract between Tenant and its contractor as follows (with a copy of the contract to be furnished to Landlord for Landlord's approval prior to the commencement by Tenant of Tenant's Work):

1. Prior to the start of Tenant's Work, Tenant's contractor shall provide Landlord with a construction schedule indicating the completion dates of all phases of Tenant's Work, which schedule shall be subject to the progress of Landlord's construction in the Center of which Landlord shall have the right to notify Tenant from time to time.

2. Tenant's contractor shall perform its work in a manner and at times which do not impede or delay Landlord's Contractor in the completion of the Center and/or the Premises. Any delays in the completion of the Center and/or the Premises or the commencement of the payment of Minimum Annual Rent and any damage to any work caused by Tenant's contractor shall be Tenant's responsibility and shall be at Tenant's sole cost and expense.

3. Tenant's contractor shall be responsible for the repair, replacement or clean-up of any damage done by it to other contractors' work (including Landlord's Contractor's work), which specifically includes accessways to Tenant's Premises which may be concurrently used by others.

4. Tenant's contractor shall accept the Premises prior to starting any trenching or coring operation. Any rework of sub-base or compaction required after Tenant's contractor's initial acceptance of the Premises shall be done by Tenant's contractor, which shall include the removal from the Center of any excess dirt or debris.

5. Tenant's contractor shall contain its storage of material and its operation within the Premises and such other space as may be assigned by Landlord's contractor. Should such items be assigned space outside of the Premises, same shall be moved to such other space as Landlord's contractor shall direct from time to time to avoid interference or delays with other work.

6. All trash and surplus construction materials shall be stored within the Premises and shall be promptly removed from the Center.

7. Tenant's contractor shall provide temporary utilities, portable toilet facilities and portable drinking water as required for its work within the Premises and shall pay

to Landlord's Contractor the cost of any temporary utilities and facilities provided by Landlord's Contractor.

8. Tenant's contractor shall notify Landlord and Landlord's manager of the Center of any planned work to be done on weekends or other than normal job hours.

9. Tenant and Tenant's contractors are responsible for compliance with all applicable codes and regulation of duly constituted authorities having jurisdiction insofar as the performance of the work and completed improvements are concerned for all work performed by Tenant or Tenant's contractor and all applicable safety regulations established by the general contractor for the Center, and Tenant further agrees to indemnify, defend, protect and hold Landlord harmless from and against any loss, costs liability or expense in any way arising out of said work as provided in Article VIII of the Lease. Prior to commencement of construction, Tenant shall submit to Landlord evidence of insurance as required by Section 8.3 of the Lease.

10. Tenant's contractor and subcontractors shall not post signs in any part of the Center or in or about the Premises.

11. Notwithstanding the provisions herein, Tenant shall be responsible for and shall obtain and record a Notice of Completion promptly following completion of Tenant's Work.

12. Prior to the commencement of construction, Tenant shall obtain, or cause its contractor to obtain, payment and performance bonds covering the faithful performance of the contract for the construction of Tenant's Work and the payment of all obligations arising thereunder. Such bonds shall be for the mutual benefit of both Landlord and Tenant and shall be issued in the names of both Landlord and Tenant as obligees and beneficiaries. Prior to the date Tenant commences construction of Tenant's Work, Tenant shall submit evidence satisfactory to Landlord that such bonds have been issued.

V. TENANT IMPROVEMENT ALLOWANCE. Provided that Tenant is not in default under the lease, Landlord shall pay to Tenant a Tenant Improvement Allowance, as a contribution for the purchase of, and payment for, certain "Qualified Items," in an amount not to exceed One Hundred Thirty Four Thousand Dollars (\$134,000.00) (the "Tenant Improvement Allowance"). Qualified Items for purposes of this paragraph shall mean (i) the contract price for contractors and subcontractors who undertake Tenant's Work pursuant to this Exhibit B, and (ii) the materials purchased and installed or constructed as Tenant's Work (excluding, however, trade fixtures, equipment, furniture, merchandise, signage and other personal property). The Tenant Improvement Allowance shall be paid to Tenant within thirty (30) days after the latest to occur of (a) the date Tenant opens for business in the leased premises, (b) the date Landlord receives the "Close-Out Package" (as defined below) and (c) the date Landlord receives from Tenant copies of all paid invoices with such back-up as Landlord shall reasonably require, certified as correct by an authorized officer of Tenant, for the Qualified Items. Tenant shall perform and provide Landlord with each of the following within the time frame specified therefor all at Tenant's sole cost and expense (collectively, "Close-Out Package").

(i) *Notice of Completion.* Tenant shall obtain, record and post on the leased premises a Notice of Completion, if required or permitted by law, within three (3) days following substantial completion of Tenant's Work and forward to Landlord a conformed copy of the recorded Notice of Completion within three (3) days thereafter.

(ii) *Certificate of Occupancy.* Tenant shall obtain a Certificate of Occupancy (or other appropriate documentation permitting the leased premises to be occupied) within thirty (30) days following substantial completion of Tenant's Work.

(iii) *Permits.* Tenant shall obtain and provide Landlord with a copy of all building permits with sign-offs executed by appropriate governmental agencies within three (3) days following substantial completion of Tenant's Work.

(iv) *Lien Waivers.* Tenant shall obtain executed, unconditional lien waivers for all work performed, and materials furnished, by Tenant's contractor, all subcontractors and all materials and service suppliers, as well as an affidavit from Tenant's contractor that no liens exist as a result of Tenant's Work, and shall provide Landlord with originals of

each within thirty (30) days after substantial completion of Tenant's Work.

(v) *Certification.* Tenant shall obtain an architect's certification that the Premises were constructed in accordance with the Plans and deliver the same to Landlord upon substantial completion of Tenant's Work.

(vi) *HVAC.* Tenant shall submit to Landlord a letter from a state-registered structural engineer certifying that the HVAC is adequately supported within three (3) days following substantial completion of Tenant's Work.

(vii) *As-Built Documents.* Tenant shall submit the As-Built Documents to Landlord within thirty (30) days following substantial completion of Tenant's Work.

Landlord shall pay the Tenant Improvement Allowance to Tenant as provided herein, reduced by the amount of all costs of Tenant's Work performed by Landlord or, if Tenant is then in default under this lease, any sums Landlord deems necessary to cure such default; provided, however, that the Tenant Improvement Allowance shall not, in any event, be in excess of the cost to Tenant of the construction of Tenant's Work (as limited to the Qualified Items), and provided that any contractor's fees shall not exceed ten percent (10%) of the construction cost. To the extent Tenant's affiliates (including Tenant) undertake any construction work or acts as its own contractor, the costs attributable to such work shall be on an arms length basis at competitive market rates, provided that, notwithstanding anything to the contrary, under no circumstances shall salary, wages, or benefits of Tenant's or its affiliates' employees be reimbursable against the Tenant Improvement Allowance. All leasehold improvements which are paid for by the Tenant Improvement Allowance shall become the property of Landlord upon the expiration or earlier termination of this Lease. Notwithstanding anything to the contrary herein, the Tenant Improvement Allowance shall not be payable if Tenant is not current on rent or other payments due and payable under this lease. Landlord shall be entitled to offset the amount of any outstanding amounts and to pay the net amount in accordance with this paragraph. Notwithstanding anything to the contrary in this lease, upon an early termination of this lease for Tenant's default, Tenant shall reimburse to Landlord, no later than the termination date, the unamortized balance of the Tenant Improvement Allowance assuming amortization of the Tenant Improvement Allowance on a straight line basis over the term of this lease.

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EXHIBIT "C"

GUARANTY OF LEASE

This GUARANTY given by Jeff Almaz, an individual (hereinafter called the "Guarantor") to SY VENTURES III, LLC, a California limited liability company (hereinafter call the "Landlord").

WITNESSETH:

In order to induce the Landlord to demise to La Creperie Chino Hills Inc., a California corporation (hereinafter referred to as the "Tenant"), certain premises located at 3968 Grand Avenue, Suite 100, Chino, CA 91710, in Chino Spectrum Marketplace, in the City of Chino, County of San Bernardino, State of California, and being described in and pursuant to a certain Shopping Center Retail Shop Lease dated May 17, 2010 (which lease together with any and all modifications, amendments and extensions is hereinafter referred to as the "Lease"), Guarantor agrees as follows:

1. Guarantor does hereby unconditionally and absolutely guarantee to the Landlord the full, prompt and complete payment by the Tenant of the rent and all other sums which may be payable by the Tenant under the Lease and the full, prompt and complete performance by the Tenant of any and all terms, covenants, conditions and provisions of the Lease required to be performed by the Tenant without regard to any forbearance, delay, neglect or failure on the part of the Landlord in enforcing same.

2. Guarantor does hereby waive notice of acceptance hereof and any and all other notices which by law or under the terms and provisions of the Lease are required to be given to the Tenant, and also waive any demand for or notice of default of the payment of rent and other sums which may be payable by the Tenant under the Lease and the performance of all and singular the terms, covenants, conditions and provisions in the Lease required to be performed by the Tenant; and Guarantor does further expressly hereby waive any legal obligation, duty or necessity for the Landlord to proceed first against the Tenant or to exhaust any remedy the Landlord may have against the Tenant, it being agreed that in the event of default or failure of performance in any respect by the Tenant under the lease, the Landlord may proceed and have right of action solely against either the Guarantor or the Tenant or jointly against the Guarantors (or any of them) and the Tenant. Guarantor further agree that the Landlord may grant relief or indulgence to the Tenant, or otherwise amend or modify the Lease, without such actions being or being deemed to be a release of Guarantor's liability under this Guaranty. Any delay on the part of the Landlord in enforcing any rights under this Guaranty or under the Lease or in proceeding first against the Tenant shall not operate as a waiver of rights against the Guarantors hereunder.

3. In the event of any bankruptcy, reorganization, winding up or similar proceedings with respect to the Tenant, no limitation of the Tenant's liability under the Lease which may now or hereafter be imposed by any federal, state or other statute, law or regulation applicable to such proceedings, shall in any way limit the obligations of Guarantor hereunder, which obligation is co-extensive with the Tenant's liability as set forth in the Lease without regard to any such statutory limitation. If any trustee, receiver or conservator of the Tenant appointed under any federal or state law relating to bankruptcy, insolvency, debtor's relief or corporate reorganizations rejects the Lease pursuant to any right to do so under the provisions of any such law, the Guarantor's obligation under this Guaranty shall not be affected thereby, but, to the contrary, shall continue to remain in full force and effect as if the Lease had not been rejected by such trustee, receiver or conservator and was continuing in full force and effect.

4. Guarantor shall not be entitled to make any defense against any claim asserted by the Landlord in any suit or action instituted by the Landlord to enforce this Guaranty or the Lease or to be excused from any liability hereunder which the Tenant could not make or invoke, and Guarantor hereby expressly waive any defense in law or in equity which is not or would not be available to the Tenant, it being the intent hereof that the liability of the Guarantor hereunder is primary and unconditional.

5. In the event it shall be asserted that the Tenant's obligations are void or void abate due to illegal or unauthorized acts by the Tenant in the execution of the Lease, the Guarantor

shall nevertheless be liable hereunder to the same extent as Guarantor would have been if the obligations of the Tenant had been enforceable against the Tenant.

6. This Guaranty shall remain in full force and effect as to any renewal, extension, modification or amendment of the Lease and despite any assignment of the Tenant's interest under the Lease or any subletting of all or any portion of the leased premises. Guarantor agrees that the terms of the Lease may be altered or modified by agreement of the Tenant or its assignee(s) without notice to Guarantor and without securing their consent, approval or waiver as such act shall not, in any way, affect this Guaranty or release Guarantor from any liability under this Guaranty. This Guaranty shall remain in full force and effect regardless of whether or not the Tenant is or continues to be owned in whole or in part by Guarantor. The provisions of this Guaranty (and Landlord's right to enforce the same) shall survive any expiration or early termination of the Lease or Tenant's occupancy of the Premises.

7. This Guaranty shall be binding upon the heirs, legal representatives, successors and assigns of the Guarantor, and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the Landlord. Guarantor agrees that this contract is performable in California, and waive the right to be sued elsewhere.

8. If Guarantor, or any of them, are a corporation, then the undersigned officer of each such corporation personally represents and warrants that the Board of Directors of each such corporation, in a duly held meeting, has determined that this Guaranty may reasonably be expected to benefit said corporation.

9. Guarantor hereby waives trial by jury in any action, proceeding or counterclaim brought by the Landlord or the Guarantor against the other as to any matter of any kind or nature arising out of or in any way connected with this Guaranty or the Lease. In the event suit or action be brought upon and in connection with the enforcement of this Guaranty, the Guarantor shall pay reasonable attorneys' fees and all court costs incurred by the Landlord.

10. Notwithstanding anything in this Guaranty to the contrary, provided that Tenant has not been in default under the Lease beyond any applicable cure period at any time prior to the seventh (7th) anniversary of the Rental Commencement Date (the "Guaranty Period"), then effective upon the expiration of the Guaranty Period, this Guaranty shall be deemed terminated (the "Release"). Notwithstanding the foregoing to the contrary, the Release shall not be deemed to release the Guarantor from any obligations or liabilities of Tenant occurring or accruing at any time prior to the Release, and to that extent this Guaranty shall survive, and shall not be limited or otherwise affected by, the Release.

GUARANTOR:

JEFF ALMAZ, an individual

By: 
Jeff Almaz

Date: 5/18/10

EXHIBIT "D"

FORM OF TENANT ESTOPPEL CERTIFICATE

TO: _____

RE: Premises Address: Chino Spectrum Marketplace (Shopping Center)
Building No. _____; Suite No. _____
Address: _____

Lease Date: _____

By and Between: _____ (Landlord), and
_____ (Tenant)

Square Footage Leased: Approximately _____ Square Feet

The undersigned is the Tenant under the above-referenced lease and a true, correct and complete copy of which Lease and any and all amendments thereto is attached hereto as **Exhibit "A"** and are hereinafter collectively referred to as the "**Lease**." The undersigned hereby acknowledges and certifies on behalf of itself, its successors and assigns, to (as applicable) Landlord, Buyer (its successors and assigns) and any lender that may extend credit secured all or in part by a deed of trust on the Premises or the Shopping Center within which the Premises is located (the "**Center**"), and each of their respective successors and assigns, the following:

1. The above-described Lease is unmodified and in full force and effect except for the following: _____.
2. There is no prepaid rent, other than the current month's rent paid in advance, except _____ Dollars (\$ _____), and the amount of the security deposit is \$ _____. The undersigned is not entitled to any "free" rent, rental concessions or other similar benefits, except for _____.
3. Possession of the Premises was taken by Tenant on _____. Tenant began paying rent on _____. Tenant's current minimum monthly base rental payments are _____.
4. No payments are required to be made by Landlord to Tenant and all work to be performed for Tenant by or on behalf of Landlord under the Lease has been performed as required and has been accepted by Tenant, except for _____.
5. The Lease terminates on _____ and Tenant has the following renewal option(s): _____ option(s) to extend and renew the Lease for _____ each. The exercise date(s) of said option(s) are: _____.
6. Tenant has no right or option pursuant to the Lease or otherwise (i) to purchase all or any part of the premises or the Center; (ii) for additional space in the Center, and/or (iii) to terminate the Lease prior to its stated expiration date except as follows: _____.
7. As of the date hereof, neither Landlord nor Tenant is in default under the Lease, and Tenant has no knowledge of the occurrence of any event which with notice and/or the passage of time would constitute a default under the Lease, nor does Tenant have any claims against Landlord nor any defenses or offsets against rent.
8. The undersigned acknowledges that Landlord and its respective successors and/or assigns, and any purchaser of the center from Landlord, may rely upon this Estoppel Certificate and that any lenders who make a loan which is secured in whole or in part on the Center and each of their successors and/or assigns may rely upon this Estoppel Certificate.
9. The undersigned is duly authorized to execute this certificate on behalf of the Tenant.

10. The undersigned has not assigned or sublet the premises nor does Tenant hold the premises under an assignment or sublease except: _____.

IN WITNESS WHEREOF, Tenant has executed this Tenant's Estoppel Certificate this ____ day of _____, 200__.

TENANT:

a _____

By: _____

Name: _____

Its: _____

EXHIBIT "E"

SIGN CRITERIA

Project: **CHINO SPECTRUM MARKETPLACE**
Grand Avenue and Pipeline Avenue
Chino, California

Date: 11-16-93

Revision: 11-19-93

A. INTRODUCTION

The intent of this Sign Criteria is to provide the guidelines necessary to achieve a visually coordinated, balanced and appealing signage environment at the above mentioned project. Performance of the Sign Criteria shall be rigorously enforced and any non-conforming signs shall be removed by the Tenant or his sign contractors at their expense, upon demand by Landlord. Exceptions will retain full rights of the approval of any sign used in the center.

B. GENERAL OWNER/TENANT REQUIREMENTS

1. Tenant shall submit, within thirty (30) days of lease execution, five(5) copies to the Landlord (one in full color) for written review, detailed shop drawings of the proposed sign, indicating conformance with the sign criteria herein outlined, send to:

Landlord:
SY Ventures III, LLC
c/o Vestar Property Management
Chino Spectrum Marketplace
3808 Grand Avenue, Suite B
Chino, California 91710
Phone: 909-902-5555
Fax: 909-902-5559

2. Tenant shall submit a sign drawing approved by the Landlord to the appropriate City authority for approval prior to the start of any sign construction or fabrication.
3. Tenant shall pay for all signs, their installation (including final connection, transformers and all other labor and materials) and maintenance.
4. Tenant shall obtain all necessary permits.
5. Tenant shall be responsible for fulfillment of all requirements of this Sign Criteria.
6. Tenant shall provide the wired connection from the Tenant's sign to the Landlord's house timer to terminate at Tenant's electrical panel. The Landlord shall have control over the timing of any building, pylon, or monument and its hours of illumination.
7. It is the responsibility of Tenant's sign company to verify all conduit and transformer locations and service prior to fabrication.
8. The location of all signs shall be per the accompanying design criteria.
9. Except as permitted herein, any illuminated sign or lighting device shall employ only lights emitting a light of constant intensity, and no sign shall be illuminated by or contain flashing, intermitted, rotating or moving lighting or lights. In no event shall an illuminated sign or light device be

so placed or so directed upon a public street, highway, sidewalk or adjacent premises so as to cause glare or reflection that may constitute a traffic hazard or nuisance.

10. All illuminated Building Wall and Fascia Signs shall be internally illuminated channel letters or halo lit letters.
11. Banners or theme flags are permitted for special events only and shall be subject to Landlord's approval and the approval of the Community Development Department of the City of Chino.
12. Temporary window signage for special or seasonal sales shall be subject to Landlord approval and shall be limited to a maximum of twenty-five percent (25%) of the window area per elevation. All such signs shall be professionally prepared. No window painting shall be permitted.
13. Tenant shall verify his sign location and size with Landlord prior to fabrication.
14. Signs which vary from this sign criteria must first be approved by Landlord and the respective City authority.
15. Tenant is required to maintain their sign in a first class condition and replace bulbs, plex faces, etc., as necessary

C. FREE-STANDING RESTAURANT SIGNS

1. This provision includes menu signs for drive-through restaurants. Such signs are intended to be viewed by patrons, and shall not be designed to advertise the restaurant along street rights-of-way. Such signs shall be a maximum of six feet (6') in height, and Sign Copy Area shall be a maximum of sixteen (16) square feet.
2. Restaurant menus located at the main entry to the restaurant, not exceeding three (3) square feet of Sign Area, placed at a maximum height of six feet (6'). Such signs shall not be self-illuminated, and may only be lit by external lighting, and shall be designed for view by pedestrians only.
3. No freestanding sign shall cause a visual obstruction within a driveway corner cut-off.

D. GENERAL SIGN SPECIFICATIONS

1. No exposed raceway, crossovers, conduits, conductors, transformers, etc. shall be permitted.
2. All lettering shall be restricted to the "maximum sign letter copy area" and have a matte finish. See attached design criteria for specific information.
3. No projection above or below the "maximum sign letter copy area" will be permitted (except as otherwise approved by the Landlord in writing).
4. All signs and their installation must comply with all local building and electrical codes and bear a UL label placed in an inconspicuous location. Electrical service to the sign shall be paid for by Tenant.
5. For purposes of store identification, Tenant will be permitted to place upon each entrance to its premises not more than four (4) square feet of white vinyl decal application lettering not to exceed four (4) inches in height, indicating tenant's name, hours of business, emergency telephone, etc. The number and letter type shall be Helvetica, Optima or Helvetica Italic.

E. INTERNALLY ILLUMINATED CHANNELIZED LETTER SIGN SPECIFICATIONS

1. Shop signs shall be attached to the building wall or fascia in designated areas only. The sign area shall be a minimum of sixteen (16) square feet. In case of conflict, City requirements shall govern.
2. The face of the channel letters shall be constructed of "Rohm & Haas" acrylic plastic (3/16" thick minimum) and fastened to the metal can in an approved manner. All metal shall receive a minimum of two (2) coats of primer and one (1) coat of finish. Plastic sheet seam joints shall be by electric weld only.
3. The "copy" (letter type), logs and their respective colors shall be submitted to the Landlord for written review prior to fabrication.
4. No more than one row of letters are permitted, unless otherwise approved by Landlord, provided that in any event the maximum total height does not exceed the height allowed in Section "H" hereof.
5. Tenant shall display only its established trade name or their basic product name, e.g., "John's Jeans", or combination thereof.
6. Internal illumination to be 60 mill-amp neon lamps installed and labeled in accordance with the "National Board of Fire Underwriters Specifications".
7. Channel Letters to have service access to lamps, ballasts and wiring.
8. Color of exposed portions of channel letters return and trimcar shall be matte black or a color which matches and compliments either the face of the channel letter or otherwise approved by Landlord.
9. All penetrations of the building structure required for sign installation shall be sealed in a water tight condition and shall be patched to match adjacent finish.
10. Upon removal of any sign, the building or wall surface shall be patched, textured, sealed and painted in order to match its original condition.

F. PROHIBITED SIGNS

1. Signs Constituting a Traffic Hazard:
No person shall install or maintain or cause to be installed or maintained any sign which simulates or imitates in size, color, lettering or design any traffic sign or signal, or any other symbols, or characters in such a manner to interfere with, mislead or confuse traffic.
2. Immoral or Unlawful Advertising:
It shall be unlawful for any person to exhibit, post or display cause to be exhibited, posted or displayed upon any sign, anything of an obscene, indecent, or immoral nature or unlawful activity.
3. Signs on Doors, on Windows:
No sign shall be installed, relocated, or maintained so as to prevent free ingress to or egress from any door. No exterior sign shall be placed on the exterior premises except as permitted herein. No sign of any kind shall be attached to a stand pipe except those signs as required by code or ordinance.
4. Animated, Audible or Moving Signs:

Signs, consisting of any moving, swinging, rotating, flashing or otherwise animated light are prohibited.

5. Off-Premise Signs:

Any signs, off premises are subject to Landlord's written approval. Any unauthorized off premises sign may be removed without notice or by Landlord at Tenant's expense.

6. Vehicle Signs:

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

7. Any sign located on the roof or projecting above the roofline of a building.

8. Freestanding Signs except as provided in this document.

G. PEDESTRIAN UNDER-CANOPY SIGNS

Under-canopy signs are intended to provide identification of tenants to pedestrians near building storefronts. Such signs are required of each tenant shop and shall be located under the canopy, perpendicular to the building storefront, and shall have a maximum sign area of three (3) square feet per sign face. Such signs shall have a maximum of two (2) faces. Tenant shall submit a sign drawing approved by Landlord prior to start of any sign construction or fabrication. See Page 8.

H. BUILDING WALL AND FASCIA SIGNS

Building wall and fascia signs are permitted which identify the name and associated corporate logo of a business, subject to the provisions below.

1. Maximum Letter Height and Sign Copy Area

Maximum letter height and maximum Sign Copy Area are determined based on the amount of Gross Leasable Area of a tenant's business, with letter height and Sign Copy Area increasing as the size of the tenant increases.

BUILDING SQ. FOOTAGE	MAXIMUM LETTER HEIGHT	MAXIMUM SIGN LETTER COPY AREA
45,000 or greater	Five (5) feet*	Two-hundred (200) Sq.Ft.
20,000 to 44,999	Four (4) feet*	Two-hundred (200) Sq.Ft.
10,000 to 19,999	Three (3) feet*	One-hundred-fifty (150) Sq.Ft.
5,000 to 9,999	Thirty (30) inches	One-hundred-fifty (150) Sq.Ft.
0 to 4,999	Two (2) feet	One-hundred-fifty (150) Sq.Ft.

The first letter of a word or abbreviation is permitted to exceed these maximums by one additional foot of letter height.

2. Maximum Sign Length

The maximum sign length for building wall and fascia signs is seventy percent (70%) of the horizontal length of the building elevation or tenant space of the wall on which they are located.

3. Number of Building Wall and Fascia Signs Permitted

a. In-Line Tenants - In-Line tenants are permitted to have one

building wall and fascia sign facing the public street and/or main parking lot or public entry. If the tenant space is located on an end cap position such that the tenant is at the end or corner of the corner of a building, the tenant may have one (1) additional building wall or fascia sign on one additional elevation facing the parking area or public street.

- b. Street Oriented Tenants - Street Oriented Tenants may have two building wall and fascia signs: one facing the street frontage, and one facing the interior parking or public entry for the building.
 - c. Street Oriented Buildings which are only one Tenant - Street Oriented Buildings which are occupied by a single tenant may have one building wall and fascia sign per elevation up to a maximum of three elevations, provided that there is not a monument sign included in the signage for the building pursuant to Section "J" hereof.
 - d. All other tenants which are not addressed under Sections (b) and (c) above may have one (1) building wall and fascia sign.
- 4. Except as specifically permitted herein, sign copy is limited to the display of the business name and corporate logo or trademark.
 - 5. Supermarkets, electronics and electrical appliance stores, and home improvement centers may have additional signs advertising general products sold such as ("seafood", "deli", "bakery", "pharmacy", "electronics", "garden center", etc.). A maximum of two (2) such secondary signs are permitted per tenant. Letter height shall be a maximum of twelve inches (12"). The size of such signs shall be a maximum of twelve inches (12"). The size of such signs shall be included in the maximum Sign Letter Copy Area permitted under Section (H1). Signs of this type may be permitted for other uses approved by Landlord and the City of Chino.
 - 6. Signs identifying the location of specialized services or operations that are provided at a particular location within an establishment such as "Installation", "Auto Service", "Customer Pick-up", etc. are permitted. Such sign shall have a maximum letter height of twelve inches (12") and shall have no internal illumination. The size of such signs shall be included in the maximum Sign Letter Copy Area permitted under Section (H1).

I. MISCELLANEOUS NOTES

- 1. The provisions of this Exhibit, except as otherwise expressly provided by this Exhibit, shall not be applicable to the identification signs of "Major Tenants" or other occupancy designated as a "Junior Major" tenant that may be located in the Shopping Center, it being understood and agreed that these occupants may have their usual signage on similar buildings operated by them in California; provided however, there shall be no rooftop signs which are flashing, moving, or audible and provided said sign is architecturally compatible and has been approved by Landlord.

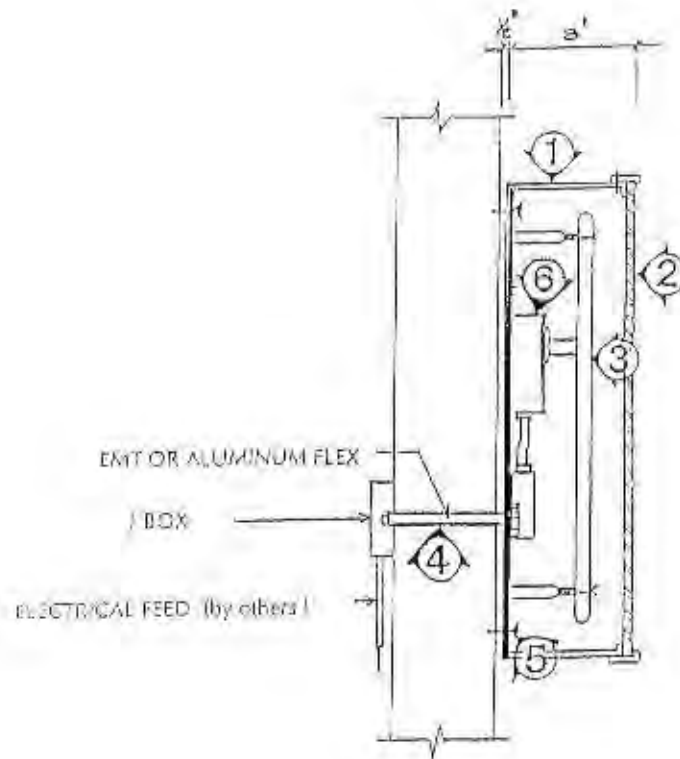
I. MONUMENT SIGNAGE

- 1. Subject to City regulations, for street tenant and single tenant buildings, such tenants shall be allowed a one (1), two (2) sided monument sign not exceeding fifty (50) square feet per sign face and dimensions of eight (8) feet high and ten (10) feet long. All designs shall be consistent with the monument sign elevation attached hereto or otherwise approved by landlord and City of Chino.

K. PYLON SIGNAGE

- I. Pylon signage is permitted for tenants greater than 25,000 square feet, if available, and approved by Landlord in Landlord's sole discretion on a case to case basis.

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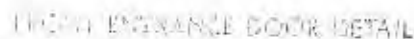
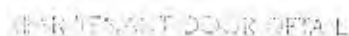
SPECIFICATIONS

1. Fabricated sheet aluminum or paint-loc steel letter channels, finished in acrylic automotive enamel over primer undercoat. Exterior color is tenant's option (subject to approval). Interior shall have white reflective finish.
2. 3/16" acrylic plastic face with 3/4" Vitr cap edge.
3. 60 milli-amp neon interior illumination system. Transformers shall be high power factor.
4. All wiring secondary and primary shall be housed in conduit.
5. All sign letters are to be secured to wall via concealed fasteners. Fasteners are to be stainless steel, or nickel or cadmium plated steel. Letters shall be spaced 1/2" from wall to allow drainage.
6. 60 milli-amp high power factor transformer in each letter, all neon electrodes, shall terminate all in transformers or other U.L. approved electrode housings.

CHANNEL LETTER DETAIL

NOT TO SCALE

CHINO SPECTRUM MARKETPLACE
CITY OF CHINO, CALIFORNIA



Chino Spectrum Marketplace
La Crepe
May 17, 2010



EXHIBIT "F"

RULES AND REGULATIONS

Landlord hereby establishes the following rules and regulations for the safety, care and cleanliness of (i) the store areas (hereinafter referred to as the "demised premises") of any tenant or tenants of the Center (hereinafter referred to as the "tenant"); (ii) the common area; and (iii) the Center in general, or for the preservation of good order:

A. FOR THE STORE AREAS:

1. All floor areas of the demised premises (including vestibules, entrances, and air returns), doors, fixtures, windows, and plate glass shall be maintained in a clean, safe and good condition.
2. All trash, refuse, and waste materials shall be stored in adequate containers and regularly removed from the demised premises. These containers shall not be visible to the general public and shall not constitute a health or fire hazard, or a nuisance to any other tenant. In the event that any tenant shall fail to remedy such a health or fire hazard, or nuisance, within five (5) days after written notice by Landlord, Landlord may remedy and/or correct such health or fire hazard or nuisance at the expense of the tenant involved.
3. No portion of the demised premises shall be used for lodging purposes.
4. Neither sidewalks nor walkways shall be used to display, store, or place any merchandise, equipment or devices, except in connection with sidewalk sales held with Landlord's prior written approval. The roof of the demised premises shall not be used for the storage of merchandise or equipment.
5. No public telephone, newsstand, shoeshine stand, refreshment, vending or other coin operated machine shall be installed or placed on the sidewalk or walkway area adjacent to the demised premises or on the common areas without Landlord's prior written approval in each instance.
6. No person or persons shall use the demised premises, or any part thereof, for conducting therein a second-hand store, auction, distress or fire sale or bankruptcy sale, or "going-out-of-business" sale or "lost our lease" sale, without Landlord's prior written consent.
7. No portion of the demised premises shall be used for the storage of any merchandise, materials or other properties, other than those reasonably necessary for the operation of a tenant's business. Landlord may, from time to time, inspect the demised premises to insure compliance with the foregoing provisions.
8. Except for professionally prepared signs, Tenant shall not black out or otherwise obstruct the windows of the demised premises, without Landlord's prior written consent.
9. If a tenant provides its customers with the use of shopping carts and/or baskets, such tenant shall be responsible for causing said carts and/or baskets to be stored only in areas designated by Landlord. If such tenant fails to routinely collect and store said carts as necessary (at least twice on a daily basis), Landlord may assume the responsibility of same and may bill the tenant involved on an estimated monthly basis for such service.

B. FOR THE COMMON AREAS:

1. All tenants and their authorized representatives and invitees shall use any roadway, walkway, or mall (including the enclosed mall, if any) only for ingress and egress from the stores in the Center. Use of the common areas shall be in an orderly manner in accordance with directional or other signs or guides. Roadways shall not be used at a speed in excess of ten (10) miles per hour and shall not be used for parking or stopping, except for the immediate loading or unloading of passengers. Walkways and malls (including the enclosed mall, if any) shall be used only for pedestrian travel.

2. All tenants and their authorized representatives and invitees shall not use the parking areas for anything but parking motor vehicles. All motor vehicles shall be parked in an orderly manner within the painted lines defining the individual parking places. During peak periods of business activity, Landlord can impose any and all controls Landlord deems necessary to operate the parking lot including, but not limited to, the length of time for parking use.

3. No person shall use any utility area or truck loading area reserved for use in conducting business, except for the specific purpose for which permission to use these areas has been given.

4. No employee shall use any area for motor vehicle parking except the area specifically designated for employee parking for the particular period of time the use of to be made. No tenant shall designate an area for employee parking except the area designated in writing by Landlord.

5. Without the prior written consent of Landlord, no person shall use any of the common areas for:

(a) Vending, peddling or soliciting orders for sale or distributing of any merchandise, device, service, periodical, book, pamphlet, or other matter;

(b) Exhibiting any non-professional sign, placard, banner, notice or other written material;

(c) Distributing any circular, booklet, handbill, placard, or other material;

(d) Soliciting membership in any organization, group, or association, or soliciting contributions for any purpose;

(e) Parading, patrolling, picketing, demonstrating, or engaging in conduct that might interfere with the use of the common areas or be detrimental to any of the business establishments in the Center;

(f) Using the common areas for any purpose when none of the business establishments in the Center are open for business;

(g) Discarding any paper, glass, or extraneous matter of any kind, except in designated receptacles;

(h) Except for normal and customary sound devices for Tenant's drive-thru facilities, using a sound-making device that is grossly annoying or unpleasant to the general public; or

(i) Damaging any sign, light standard, or fixture, landscaping material or other improvement or property within the Center.

The above listing of specific prohibitions is not intended to be exclusive, but is intended to indicate the manner in which the right to use the common areas solely as a means of access and convenience in shopping at the business establishments in the Center is limited and controlled by Landlord.

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EXHIBIT "G"
MENU

La Creperie Cafe

4911 East 2nd Street, Long Beach, California 562.384.8489

Appetizers and Salads

Garlic French Fries \$4.95

Our famous garlic French fries served with ketchup, ranch & chipotle aioli.

Escargot \$7.95

Snails smothered in garlic butter, shallots and fresh parsley with sliced baguette for dipping.

Creme Vendome \$8.95

Two petite savory crepes filled with chicken, melted brie cheese, apples, caramelized onions and topped with mango chutney and sour cream.

Calamari \$8.95

Breaded in our signature breading mix and served with chipotle aioli, marinara sauce and a sweet thai chili sauce.

Fromage Collection \$10.95

Assorted Californian and French cheeses.
*Add plate \$2.00.

Charcuterie Plate \$10.95

Assortment of salami, prosciutto and jam served with Dijon mustard, baguette and cornichons.

Moules Marinere \$13.95

Classic steamed mussels in a white wine cream sauce, served with fries.

Piston Soup \$5.95

Vegetarian soup with fresh vegetables, white beans, pesto and parmesan cheese.

French Onion Soup \$6.95

Gratin of baguette and melted Emmenthal cheese.

Bistro Lunch \$9.95

Your choice of two items from the following categories (limit 1 item per category):

A: Sandwiches, Cheese or Pollo Verde

B: Salads, Caesar or Garden

Soups, Onion Soup or Potato.

Caesar Salad \$7.95

Crisp romaine, parmesan cheese, croutons and classic Caesar dressing.

Greek Salad \$7.95

Romaine, tomatoes, cucumbers, red onions, feta cheese, bell peppers & kalamata olives dressed in a balsamic vinaigrette.

*Add chicken to your Caesar or Greek salad for \$2.95 or shrimp for \$3.95.

Creperie Chopped Salad \$11.95

Blends of romaine, French ham, roasted chicken, turkey, bacon, eggs, tomatoes, cucumbers and gorgonzola cheese tossed in a Dijon vinaigrette.

Salmon Salad Nicoise \$13.95

Fresh pan seared salmon, baby greens, halibut veris, red onions, eggs, potatoes, Kalamata olives and anchovies dressed in a Dijon vinaigrette.

Steak Frites Salad \$13.95

Grilled skirt steak with baby greens, gorgonzola cheese, tomatoes and red onions tossed in a creamy parmesan mustard dressing, topped with shoestring potatoes.

Paysanne Salad \$10.95

Romaine lettuce, fried potatoes, bacon, poached eggs and goat cheese dressed with a Dijon vinaigrette.

Sandwiches

Panini Caprese \$8.95

Pressed with Fontinella mozzarella, buffalo mozzarella cheese, tomatoes & drizzled with garlic basil pesto. Served with garlic fries and garden salad.
*Add sheets of prosciutto for \$2.95.

Pollo Verde Panini \$9.95

Grilled chicken breast and provolone cheese in a garlic basil Caesar dressing with a Caesar salad and garlic fries.

Barbess Sandwich \$9.95

Grilled Merguez lamb sausage with caramelized onions, tomatoes and spicy chipotle. Served served in brio with shoestring fries and a garden salad with gorgonzola and ranch dressing.

The Italian \$9.95

Panini pressed with salami, capocollo, mortadella, provolone, shredded lettuce, tomatoes, olive oil, dijon mustard, mayonnaise, and red wine vinegar. Served with shoestring fries and Caesar salad.

Croque Monsieur / Madame \$10.95

Layers of brioche de Paris and melted emmenthal cheese embellished with a bechamel dipping sauce. Served with garlic fries and garden salad.

*Add an additional \$1.00 for poached eggs and make it a Croque Madame!

La Creperie Cafe

4911 East 2nd Street, Long Beach, California 362/489-8899

Savory Crepes

All of our savory crepes, with the exception of the ratatouille, are filled with mozzarella cheese. Savory lamb jamon crepes are available upon request, for \$2 less every Mon-Fri between 11am to 3pm. Lunch sized portions are accompanied with a small garden salad. Add \$1 for a Greek or Greek salad with your lunch crepe. Dinner crepes do not come with a salad, please ask your server if you would like to add one.

French Riviera \$9.95

Chicken breast, artichoke hearts and fresh tomatoes in a cherry basil cream sauce.

Dipollo \$9.95

Fresh wild mushrooms and herbs de Provence in a cherry cream sauce. Your choice of chicken, lamb, or turkey.

Parisan \$9.95

Tender chicken breast, fresh spinach and sweet red peppers in a basil, fetta cheese cream sauce.

Zorba \$9.95

Fresh sautéed spinach, fetta cheese, tomatoes, caramelized onions and kalamata olives in vegetable broth.

Ratatouille \$9.95

A blend of fresh Mediterranean vegetables, tomatoes, onions, roasted red peppers, zucchini, pesto and herbs de Provence.

Crepe Monsieur \$10.95

A Frenchophile favorite—Jambon de Paris and emmenthal cheese embellished with a bechamel dipping sauce.

Crepe Carbonara \$10.95

Chicken breast slices and sautéed onion in a creamy garlic parmesan sauce with pesto.

Au Bon Curry \$12.95

Chicken and potato poached in a blend of curry, coconut milk and cream with mango chutney & sour cream.

Jambalaya \$13.95

Andouille sausage, caramelized onions, hotatoes, jumbo shrimp and chicken breast in a spicy Louisiana sauce.

Al Mare \$13.95

Jumbo shrimp, sun-dried and prawn tomatoes, wild mushrooms and scallops in a lobster basil cream sauce.

Le Saumon \$13.95

Smoked and fresh filet of salmon with red onions in a tomato dill cream and caper sauce.

*All of our signature crepes, with the exception of the Crepe Monsieur, are available with pork instead of crepes for an additional \$1.50. Choices are: Pecan, Fennelini, Angel Hair, or Linguini.

Pasta

Add a salad: Garden \$3.25, Caesar or Greek \$3.95.

Add chicken slices \$2.25. Add sautéed shrimp \$3.95.

Angel Hair Pesto \$8.95

Fresh basil and garlic in a creamy pesto sauce with parmesan cheese.

Angel Hair Pomodoro \$7.95

Fresh plum tomatoes, chopped garlic and basil.

Linguini Bolognese \$9.95

Freshly made meat sauce with garlic, basil, onions, whole pear tomatoes and parmesan cheese.

Poultry, Steak & Seafood

Our entrees are available after 3pm daily.

*Add a salad: Garden \$3.25, Caesar or Greek \$3.95.

Picatta \$13.95

Panko crusted chicken medallions with a lemon caper chardonnay beurre blanc. Served with sautéed vegetables and mashed potatoes or garlic fries.

Le Cordon Bleu \$15.95

Chicken roulade filled with buffalo mozzarella and rolled in Japanese bread crumbs. Served with sautéed spinach and shoestring fries with thyme, garden or Greek salad, a tangy steak sauce and a savory mushroom sauce.

Marsala \$13.95

Chicken breast in a wild mushroom marsala sauce. Served with sautéed vegetables and mashed potatoes or fries.

West Indies \$14.95

Curried chicken in a cilantro, coconut & lime cream sauce topped with mango chutney & sour cream. Served with sautéed vegetables and mashed potatoes or fries.

Entrecote \$24.95

12 ounce rib eye served with your choice of a cracked peppercorn sauce or portomula sauce. Served with sautéed vegetables and mashed potatoes or fries.

Salmon En Croute \$19.95

Salmon, spinach and mushrooms wrapped in puff pastry, garden or Greek salad and a dill and caper cream sauce.

La Creperie Cafe

4911 East 2nd Street, Long Beach, California 562.434.8489

Sweet Crepes and Specialty Desserts

All of our sweet crepes are served with whipped cream and powdered sugar.
Our signature chocolate crepes are also accompanied with chocolate sauce. Add ice cream for an additional \$1.95

Famous Crepe Suzette \$6.95

Created at the Cafe de Paris in Monte Carlo, a sweet crepe with fresh orange juice and grand marnier sauce

Bolero \$6.95

Fresh squeezed lemon juice, zest, sugar and honey

Hot Feello' \$6.95

Spiced with everything nice...cinnamon, sugar and butter

Dulce de Leche \$7.95

Light crepe folded over Argentinean caramel with a crispy butter crust

Latte Lover \$7.95

Filled with nutella and fresh bananas

*Add walnuts and Grand Marnier for \$1.50

Prima Dona \$6.95

Sweet crepe filled with warm nutella

Royale \$7.95

First served in the casinos at Monte Carlo. Filled with fresh strawberries and nutella

Romeo and Juliet \$7.95

Nutella, fresh strawberries and bananas

*Add Bailey's Irish Cream for \$1.00

Napoleon \$8.95

Fresh local strawberries, vanilla crème brulee custard and a caramelized crust

Apple Pain Perdu \$7.95

Caramelized apples, cinnamon and brioche melted together and served with a scoop of ice cream and maple syrup

Martinique \$8.95

Bananas flambéed in dark rum with brown sugar in a warm crepe with French vanilla ice cream

Poire Belle Helene \$8.95

Pear, chocolate, toasted almonds and Frangelico in a crepe with French vanilla ice cream

The Banana Cream Pie \$8.95

Warm crepe filled with bananas, cream pudding and shortbread cookies

Crepe Tiramisu \$8.95

Tiramisu wrapped inside of a warm crepe and topped with a scoop of ice cream and crème anglaise

Cerise Jubilee \$8.95

Flambéed Montmorency cherries and Brandy in a crepe with French vanilla ice cream

Chocolate, Chocolate \$8.95

Warm chocolate crepe filled with nutella and strawberries

La Creperie Cafe

4911 East 2nd Street, Long Beach, California 562.434.8499

Omelettes

Our omelettes are prepared with 3 large eggs and melted Jack and Cheddar cheeses, served with potatoes persillade, fresh seasonal fruit and your choice of wheat or sourdough toast.

*Add egg whites for an additional \$1.95

The Belmont \$9.95

Spinach, mushrooms, tomatoes, feta and ricotta cheese

Dona's Delight \$9.95

Porton ham, fresh mushrooms and caramelized onions

The Californian \$9.95

Tomatoes, green chilies and avocado topped with sour cream and homemade salsa

Ratatouille \$9.95

Mediterranean blend of fresh sauteed vegetables, basil and herbs de Provence

Le Saumon \$10.95

Smoked salmon, cream cheese, capers, tomatoes, red onions, dill and sour cream

Breakfast Specialties and Sides

Spa Vieby \$5.95

Strawberry and banana yogurt parfait with granola

Quiche Lorraine \$9.95

French egg custard tart with bacon, gruyere, garlic, French fries and a small garden salad

Quiche Chorizo \$9.95

Fresh Spanish sausage, spinach, emmenthal cheese, sour cream, garlic French fries and a small garden salad

Croissant Breakfast Sandwich \$7.95

Soft scrambled eggs, choice of bacon, ham or sausage, emmenthal or cheddar cheese and fresh tomatoes. Served with potatoes persillade and fruit

Belgium Waffles \$6.95

Your choice of coconut and cream or strawberries and cream, with maple syrup

Two Eggs, any style \$2.50

Bacon \$2.25

Potatoes Persillade \$1.95

Avocado \$1.25

Side Fruit \$3.50

Breakfast Crepes

A collection of sweet and savory breakfast crepes—savory crepes are filled with mozzarella cheese, sweet crepes are finished with powdered sugar and whipped cream

Maple Madness \$8.95

Sweet crepe with bananas, walnuts and maple syrup

To Your Health \$8.95

Sweet crepe with non-fat yogurt, fresh strawberries, bananas, toasted almonds and honey

Puttin' on the Blintz \$8.95

Sweet crepe filled with ricotta cheese, non-fat vanilla yogurt and raspberry jam

The Southwest \$8.95

Savory crepe with scrambled eggs, avocado, green chilies, tomatoes, homemade salsa and sour cream

St. Germain \$8.95

Savory crepe with Porton ham, scrambled eggs and button mushrooms

Spinach Feast \$8.95

Savory crepe with scrambled eggs, fresh spinach, tomato, mushrooms, feta and ricotta cheese

The Stallion \$8.95

Savory crepe with Italian sausage, potatoes, scrambled eggs, caramelized onions and basil

El Chorizo \$8.95

Savory crepe with spicy Spanish sausage, potatoes and scrambled eggs, topped with salsa and cilantro

Crepe Madame \$9.95

Savory crepe with Porton ham and melted emmenthal cheese, topped with two eggs any style and béchamel sauce

Alaskan \$10.95

Savory crepe with smoked salmon, cream cheese, scrambled eggs, capers, onions, tomatoes, dill and sour cream

La Creperie Cafe

4914 East 2nd Street, Long Beach, California 562.434.8499

Juices and Cold Beverages

Soda Fountain \$2.25

Flavored Ice Tea \$2.50

Orange \$2.95

Juices

sm. \$2.50 / lg. \$3.95

Orange, Apple, Tomato, Grapefruit or Cranberry

Milk \$2.50

Whole or Skim

Bottled Water \$2.95

San Pellegrino or Evian

Kid's Beverages \$1.25

Soda milk or small juice

Coffees and Hot Beverages

Hot Tea \$2.75

Espresso \$2.75

Double Espresso \$3.25

Café Mocha \$3.95

Latte \$3.95

Cappuccino \$3.95

Hot Chocolate \$2.95

Lavazza Coffee \$2.75

Regular or Decaf

Frappe \$2.75

A popular Greek iced coffee drink

Café Au Lait \$2.95

French (morning) coffee with steamed milk

Noivette \$2.95

Espresso with a touch of foam

Kid's Menu

PB&J Crepe \$6.95

Peanut butter and raspberry jam

Happy Face \$6.95

Strawberry or banana crepe with chocolate or melted butter with cinnamon sugar

Kid's Connection \$6.95

Grilled ham and cheese sandwich OR crepe with fries

Les Pates \$6.95

A bowl of pasta with rubber timer OR alfredo sauce

FIRST AMENDMENT AND ASSIGNMENT OF LEASE

THIS FIRST AMENDMENT AND ASSIGNMENT OF LEASE ("Agreement") is made as of this 1st day of November, 2013, by and among SY VENTURES III, LLC, a California limited liability company ("Landlord"), LA CREPERIE CHINO HILLS INC., a California corporation ("Assignor") and TAHOE JOE'S, INC., a Minnesota corporation (Assignee").

RECITALS

A. Landlord and Tenant entered into that certain Lease dated May 17, 2010 ("Lease"), for the lease of certain premises referred to as 3968 Grand Avenue, Suite 100, Chino, California 91710 ("Premises"), in a commercial project commonly referred to as Chino Spectrum Marketplace ("Center"), located in the City of Chino, State of California, all as more particularly set forth in the Lease.

B. Assignor desires by this Agreement to assign all of its right, title and interest in and to the Lease to Assignee subject to the terms of the Lease and this Agreement.

C. Landlord and Assignee desire by this Agreement to amend the Lease as hereinafter provided and Assignor desires to consent to the same.

TERMS

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants herein contained, and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Defined Terms.** All initial capitalized terms used in this Agreement shall have the same meaning given such terms in the Lease, unless otherwise defined in this Agreement.

2. **Assignment**

2.1. **Assignment.** Assignor assigns to Assignee all of its right, title and interest in the Lease as of the "Closing Date" for Escrow as defined in the Asset Purchase Agreement ("APA") between Assignor and Assignee dated October 8, 2013 ("Effective Date"). In anticipation of the Escrow Closing Date, Assignee, on behalf of Assignor, shall pay all rent due from Assignor under the Lease beginning November 1, 2013 and shall continue to pay all rent until the Closing Date. The Escrow Closing Date shall occur on or before January 6, 2014 and in the event it does not, Assignee shall cease paying any rents on behalf of Assignor and this Agreement shall be void and of no effect and all rights and obligations to said Lease shall revert to Assignor under the original Lease terms. Assignee agrees to reimburse Assignor for routine maintenance costs for the Premises incurred by Assignor (e.g. pest control, landscaping, etc.) from November 1, 2013 until the Escrow Closing Date, or in the event Escrow does not close, the date which the Lease reverts back to Assignor, whichever is earlier. In the event Escrow closes, Assignee, as the Tenant, shall pay all rent due under the Lease.

2.2. **Assumption.** Assignee acknowledges that it has received a copy of the Lease from Assignor and that Assignee assumes and agrees to be bound by and perform all covenants, conditions,

obligations and duties of Assignor under the Lease. Without limiting the preceding, Assignee further agrees that it shall pay to Landlord, upon demand, any Rent (including without limitation, Minimum Annual Rent and additional rent) which (a) shall be outstanding against Assignor as of the Effective Date and which Assignor has failed to pay to Landlord and/or (b) which, as a result of any adjustment provided in the Lease, may become due against insufficient payment(s) of any previously paid sum(s).

2.3. *Release of Assignor.* Assignor is released from the performance of all covenants, conditions, obligations and duties required of Tenant under the Lease as of the Effective Date. Assignor agrees to defend, indemnify and hold Landlord harmless from any damage or liability of any kind arising out of any injury to or death of persons or damage to property of Assignor, Landlord or any other person or entity which occurred prior to the Effective Date, from any cause whatsoever, by reason of the use, occupancy and enjoyment of the Premises by Assignor or any person thereon or holding under Assignor. Assignor further agrees to defend, indemnify and hold Landlord harmless from all liability whatsoever, on account of any mechanics' or materialmen's liens, claims or demands arising out of any labor performed or material supplied to or benefiting the Premises prior to the Effective Date. This indemnification shall extend to the retention of legal counsel, payment of attorneys' fees, the expenditure of investigation costs and all other costs, expenses and liabilities in defending and/or settling any such lien, claim or demand.

2.4. *Security Deposit.* Assignor agrees that the Security Deposit currently held by Landlord shall be reduced by amounts owed and outstanding in the amount of \$6,775.09 and the balance subsequently returned by Landlord to Assignor. Assignee shall forward a Security Deposit in the amount of \$10,720 to be retained by Landlord pursuant to the terms of the Lease within ten (10) days following the Effective Date.

2.5. *Consent of Landlord.* Landlord's consent to the assignment of the Lease to Assignee shall be effective only at such time as this Agreement has been executed by all of the parties hereto.

2.6. *Assignor's Representations.* Assignor represents and covenants as follows:

2.6.1. That the Lease is in full force and effect, Assignor's interest therein is free and clear of all encumbrances, and Assignor has fully performed all covenants and obligations under the Lease and has not done or permitted any acts in violation of the covenants contained in the Lease.

2.6.2. That it has not heretofore assigned, mortgaged or otherwise transferred, amended or encumbered, voluntarily or involuntarily, the Lease or its interest therein.

2.6.3. That Landlord has fully performed all the covenants and obligations on its part to be performed and observed under the Lease; that Landlord has not done or permitted any act or acts in violation of any of the covenants, provisions or terms thereof; and that there is not now in existence any reason or claim to offset, deduct or decrease any payments due under the Lease.

2.7. *Assignee's Representations.* Assignee acknowledges and represents that it has inspected the Premises and hereby agrees to take the Premises in the condition existing upon the Effective Date. For purposes of section 1938 of the California Civil Code, Landlord hereby discloses to Tenant, and Tenant hereby acknowledges, that the Premises have not undergone inspection by a certified access specialist (CASP).

2.8. *Assignee's Address for Notices.* Assignee's address for notices shall be as follows:

Tahoe Joe's, Inc.
1020 Discovery Road, Suite 100
Eagan, MN 55121
Attn: Lease Administration
Phone: (651) 994-8608

With simultaneous copy to:

1044 E. Spruce Avenue, Suite 105
Fresno, CA 93720
Attn: David Glennon
Phone: (559) 277-1242

2.9. *Assignor's Address for Notices.* Commencing on the Effective Date, Assignor shall have no right whatsoever to receive Notices under the Lease, hereby waives any other right it may otherwise claim to receive any Notices whatsoever.

3. **Amendment of Lease.** The Lease is amended as of the Effective Date, unless another date is expressly provided, as follows:

3.1 *Use of Premises.* That certain paragraph of Section 1.1 of the Lease entitled "Use of Premises" is hereby amended by deleting said paragraph in its entirety and replacing it with the following:

"The Premises shall be used *solely* for full-service, sit down dining steakhouse restaurant. As an incidental part of its business in the Premises, Tenant may sell liquor, beer and wine for on-Premises consumption of its restaurant patrons, provided that Tenant obtains, at Tenant's sole cost and expense, all necessary governmental permits and approvals therefor (provided that the receipt of any such governmental permits and approvals, including liquor licenses, shall not be a contingency to this Lease or any of Tenant's obligations hereunder). The Premises may not be used for any other use or purpose whatsoever. In no event shall Tenant use or permit the use of the Premises for any purposes which would (a) breach any covenant of or affecting Landlord concerning exclusivity in any other lease, which exclusives are attached hereto as Exhibit C to this Agreement, or other agreement relating to the Center including, without limitation, the OEA (as defined in Section 22.1); or (b) compete with the primary use of another tenant of the Center. Landlord hereby represents and warrants that, to Landlord's actual knowledge and subject to Exhibit C, there are no other exclusives applicable to the Shopping Center that would restrict the Tenant's right to use the Premises as a dining steakhouse restaurant. Further, Landlord covenants and agrees that the OEA will not be amended, modified or terminated so as to materially and adversely impair Tenant's right to use the Premises as a dining steakhouse restaurant."

3.2 *Trade Name.* That certain paragraph of Section 1.1 of the Lease entitled "Trade Name" is hereby amended by deleting said paragraph in its entirety and replacing it with the following:

"Tahoe Joe's Famous Steakhouse, such other trade name as Tenant may use at the majority of its other stores then operating in California under the trade name then in use at the Premises pursuant to the terms of this Lease. Tenant shall notify Landlord in writing at least thirty (30) days prior to effecting any change in its trade name."

3.3 *ABC License.* Section 3.6 of the Lease, entitled "ABC License", is hereby amended by deleting said section in its entirety.

3.4 *Exclusive.* The Lease is hereby amended by adding the following paragraph to the end of Article 14 of the Lease:

"14.5 *Exclusive Use.* From and after the Effective Date of this Agreement (November 1, 2013), except as otherwise permitted herein, Landlord shall not execute and deliver any lease for space within the Center which lease allows for the operation of a full-service restaurant selling steaks, ribs and prime rib (the "Exclusive Use"). Notwithstanding any provision of this Section 14.5 to the contrary, the Exclusive Use shall not restrict, in any manner whatsoever, the incidental use of any portion of the Center for the conduct of business in conflict with the Exclusive Use. For purposes of this Section 14.5, the term "incidental use" shall be that less than fifteen percent (15%) of the tenant's gross sales is derived from the sale of the Exclusive Use items. Further and notwithstanding anything in this Section 14.5 to the contrary, the Exclusive Use shall not apply: (i) to any portion of the Center not owned, or the use of which is not controlled, by Landlord as of the date of the Lease, or (ii) to any leases in existence as of the Effective Date, and any amendments, extensions, assignments or renewals thereof; provided, however, that to the extent Landlord has consent rights over any change of use or assignment or sublease of said existing leases, Landlord shall not consent to the same if such consent would result in a violation of the Exclusive Use. Except as otherwise permitted under the terms of the Lease, the failure of Tenant to continuously conduct business in the Premises primarily for the Exclusive Use for a period in violation of the terms of the Lease shall constitute an abandonment of the Exclusive Use, which shall thereupon release Landlord from all obligations and restrictions with respect to the Exclusive Use. If the Exclusive Use or Tenant's or Landlord's enforcement of the same violates any law or governmental rule or regulation, Tenant shall indemnify, defend and hold Landlord harmless from and against all claims, losses, damages and expenses, including reasonable attorneys' fees, asserted against or suffered by Landlord resulting from any liability or obligation of Landlord arising out of, or in connection with, such violation. Except as expressly set forth in this Section 14.5, Tenant shall have no exclusive right, expressed or implied, to conduct business of any nature whatsoever in the Center."

3.5 *Continuous Operation.* Section 14.1 of the Lease, entitled "Continuous Operation", is hereby amended by adding the following to the end of said section:

"Notwithstanding anything to the contrary set forth herein, Tenant will not be obligated to open on Christmas Day or up to four (4) other national holidays in any Lease Year, or during temporary closures necessitated by permitted alterations, including Tenant's initial remodeling of the Premises, (provided such temporary closures, specifically excluding Tenant's initial remodeling) do not exceed fifteen (15) days), or during periods of unusually inclement weather in which a majority of the retail leasable floor area in the Shopping Center is not open, or while the Premises are untenable by reason of fire or other unavoidable casualty."

Landlord consents to and acknowledges that Assignee will be closed for business during

Assignee's initial remodeling of the Premises (Assignee anticipates a March, 2014 opening); provided, however, Minimum Annual Rent and other payments due under the Lease shall not abate and will continue during such period."

3.6 **Hours of Operation.** Section 14.2 of the Lease, entitled "Operating Hours", is hereby amended by deleting "9:00 a.m. to 9:00 p.m." from the third line of said section and replacing it with "11:00 a.m. to 9:00 p.m.".

3.7 **Maintenance.** Section 15.1 of the Lease, entitled "Tenant's Maintenance Obligations", is hereby amended by deleting the last sentence of said section.

3.8 **Default.** Section 18.1(C) of the Lease, entitled "Events of Default", is hereby amended by deleting "seventy two (72) consecutive hours" from said section and replacing it with "seven (7) consecutive days without the consent of Landlord or as otherwise permitted by this Lease".

3.9 **Attornment.** Section 22.3 of the Lease, entitled "Attornment", is hereby amended by deleting the last sentence from said section.

3.10 **Right to Lease.** Section 30.4 of the Lease, entitled "Right to Lease", is hereby amended by adding the following to the beginning of the first sentence of said section: "Except as otherwise specifically provided for in the Lease, including Section 14.5 above,".

3.11 **Repayment.** Section 30.20 of the Lease, entitled "Repayment of Free Rent and Tenant Improvement Allowance", is hereby amended by deleting said section in its entirety.

3.12 **Signage.** Subject to compliance with all governmental rules and regulations, Landlord approves Tenant's signage attached hereto as Exhibit B.

3.13 **Exhibit G.** Exhibit G attached to the Lease is hereby deleted in its entirety.

4. **Fee.** Immediately following receipt of an invoice from Landlord, Assignor shall reimburse Landlord for all fees and costs incurred by Landlord, including reasonable attorneys' and administrative fees, in preparing, handling and processing of this transaction and as required pursuant to the provisions of Section 13.4 of the Lease, said fees to in no event exceed Two Thousand and no/100 (\$2,000.00) Dollars.

5. **Guaranty of Lease.** In consideration for Landlord entering into this Agreement, Assignor shall obtain a guaranty of the Lease and this Agreement wherein BUFFETS, INC., a Minnesota corporation shall guarantee the performance of Assignor and Assignee under the Lease and this Agreement, by causing the same to execute and return to Landlord, concurrently with the execution and delivery of this Agreement, a Guaranty of Lease in the form attached hereto as Exhibit A.

6. **Effect.** Except as expressly modified by this Agreement, the Lease shall remain unchanged and in full force and effect.

7. **No Modification or Waiver.** Except as otherwise expressly set forth herein, nothing in this Agreement shall be deemed to waive or modify any of the provisions of the Lease.

8. **No Offer.** Landlord and Tenant hereby agree that Landlord's submission of this Agreement

to Tenant shall not constitute an offer to amend the Lease. This Agreement shall be effective only, and is expressly conditioned, upon the execution of this Agreement by Landlord and Tenant.

9. **Brokers.** Assignor and Assignee shall each hold Landlord harmless from, and indemnify Landlord against, all damages (including attorneys' fees and costs) resulting from any claims that may be asserted against Landlord by any broker, finder or other person with whom Assignor and/or Assignee has, or purportedly has, dealt in connection with the transactions set forth in this Agreement.

10. **Captions.** The captions and Section numbers appearing in this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit, amplify, define, construe or describe the scope or intent of the terms or provisions of this Agreement.

11. **Exhibits.** The Exhibits, if any, attached to this Agreement are hereby incorporated herein and made a part hereof.

12. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Each counterpart may be delivered by facsimile or electronic transmission. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto.

13. **Successors.** The provisions of this Agreement shall bind and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto.

14. **Attorneys' Fees.** In the event that at any time after the date hereof either Landlord, Assignor or Assignee shall institute any action or proceeding against the other(s) relating to this Agreement, then and in that event, the party(ies) not prevailing in such action or proceeding shall reimburse the prevailing party for the reasonable expenses of attorneys' fees and all costs and disbursements incurred therein by the prevailing party.

IN WITNESS WHEREOF, this Agreement has been entered into by the parties as of the day and year first above written.

LANDLORD:

SY VENTURES III, LLC
a California limited liability company

By: Shin Yen Holdings, Inc.,
a California corporation
Its: Managing Member

By: Huang Wan-20
Wan-I-Huang, President

ASSIGNOR:

LA CREPERIE CHINO HILLS INC., a California corporation

By: J. H. Huang
Name: JEFF ALIX A2
Title: President

By: _____
Name: _____
Title: _____

ASSIGNEE:

TAHOE JOE'S, INC., a Minnesota corporation

By: Keith E. Kravem
Name: KEITH E. KRAVEM
Title: VP-CHIEF Financial Officer

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Agreement has been entered into by the parties as of the day and year first above written.

LANDLORD:

SY VENTURES III, LLC
a California limited liability company

By: Shin Yen Holdings, Inc.,
a California corporation
Its: Managing Member

By: _____
Wan-I-Huang, President

ASSIGNOR:

LA CREPERIE CHINO HILLS INC., a California corporation

By: Jeff Almaz
Name: JEFF ALMAZ
Title: President

By: _____
Name: _____
Title: _____

ASSIGNEE:

TAHOE JOE'S, INC., a Minnesota corporation

By: Greg M. Graber
Name: GREG M. GRABER
Title: PRESIDENT TAHOE JOES INC., C.O.O. BUFFETS INC.


By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Agreement has been entered into by the parties as of the day and year first above written.

LANDLORD:

SY VENTURES III, LLC
a California limited liability company

By: Shin Yen Holdings, Inc.,
a California corporation
Its: Managing Member

By: 
Wan-I-Huang, President

ASSIGNOR:

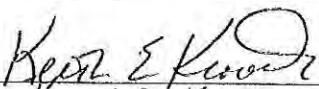
LA CREPERIE CHINO HILLS INC., a California corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ASSIGNEE:

TAHOE JOE'S, INC., a Minnesota corporation

By: 
Name: KEITH E. KRAUSE
Title: V.P. - CHIEF Financial Officer

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Agreement has been entered into by the parties as of the day and year first above written.

LANDLORD:

SY VENTURES III, LLC
a California limited liability company

By: Shin Yen Holdings, Inc.,
a California corporation
Its: Managing Member

By: 
Wan-I-Huang, President

ASSIGNOR:

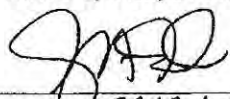
LA CREPERIE CHINO HILLS INC., a California corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ASSIGNEE:

TAHOE JOE'S, INC., a Minnesota corporation

By: 
Name: GREG A. GRABER
Title: PRESIDENT TAHOE JOE'S INC., C.O.O. BUFFETS INC.

By: _____
Name: _____
Title: _____

EXHIBIT A
GUARANTY OF LEASE

This GUARANTY given by the BUFFETS, INC., a Minnesota corporation (hereinafter called the "Guarantors", whether one or more) to SY VENTURES III, LLC, a California limited liability company (hereinafter call the "Landlord").

WITNESSETH:

Landlord is willing to execute that certain First Amendment and Assignment of Lease dated November 1, 2013 (the "Assignment of Lease"), between Landlord, LE CREPERIE CHINO HILLS INC., a California corporation ("Assignor"), and TAHOE JOE'S, INC., a Minnesota corporation ("Assignee" and "Tenant"), whereby Assignor assigns to Assignee all of its rights and interests as the Tenant in that certain Lease (as defined in the Assignment of Lease) pertaining to those certain premises located at 3968 Grand Avenue, Suite 100, in a commercial project commonly referred to as Chino Spectrum Marketplace ("Center"), located in the City of Chino, State of California (the "Premises"), on condition of receiving this Guaranty of Lease.

The Guarantors agree as follows:

1. The Guarantors do hereby jointly and severally, unconditionally and absolutely guarantee to the Landlord the full, prompt and complete payment by the Tenant of the rent and all other sums which may be payable by the Tenant under the Lease and the full, prompt and complete performance by the Tenant of any and all terms, covenants, conditions and provisions of the Lease required to be performed by the Tenant without regard to any forbearance, delay, neglect or failure on the part of the Landlord in enforcing same.
2. The Guarantors do hereby waive notice of acceptance hereof and any and all other notices which by law or under the terms and provisions of the Lease are required to be given to the Tenant, and also waive any demand for or notice of default of the payment of rent and other sums which may be payable by the Tenant under the Lease and the performance of all and singular the terms, covenants, conditions and provisions in the Lease required to be performed by the Tenant; and the Guarantors do further expressly hereby waive any legal obligation, duty or necessity for the Landlord to proceed first against the Tenant or to exhaust any remedy the Landlord may have against the Tenant, it being agreed that in the event of default or failure of performance in any respect by the Tenant under the lease, the Landlord may proceed and have right of action solely against either the Guarantors (or any of them) of the Tenant or jointly against the Guarantors (or any of them) and the Tenant. The Guarantors further agree that the Landlord may grant relief or indulgence to the Tenant, or otherwise amend or modify the Lease, without such actions being or being deemed to be a release of the Guarantor's liability under this Guaranty. Any delay on the part of the Landlord in enforcing any rights under this Guaranty or under the Lease or in proceeding first against the Tenant shall not operate as a waiver of rights against the Guarantors hereunder.
3. In the event of any bankruptcy, reorganization, winding up or similar proceedings with respect to the Tenant, no limitation of the Tenant's liability under the Lease which may now or hereafter be imposed by any federal, state or other statute, law or regulation applicable to such proceedings, shall in any way limit the obligations of Guarantors hereunder, which obligation is co-extensive with the Tenant's liability as set forth in the Lease without regard to any such statutory limitation. If any trustee, receiver or conservator of the Tenant appointed under any federal or state law relating to bankruptcy, insolvency,

debtor's relief or corporate reorganizations rejects the Lease pursuant to any right to do so under the provisions of any such law, the Guarantors' obligation under this Guaranty shall not be affected thereby, but, to the contrary, shall continue to remain in full force and effect as if the Lease had not been rejected by such trustee, receiver or conservator and was continuing in full force and effect.

4. The Guarantors shall not be entitled to make any defense against any claim asserted by the Landlord in any suite or action instituted by the Landlord to enforce this Guaranty or the Lease or to be excused from any liability hereunder which the Tenant could not make or invoke, and the Guarantor's hereby expressly waive any defense in law or in equity which is not or would not be available to the Tenant, it being the intent hereof that the liability of the Guarantors hereunder is primary and unconditional.

5. In the event it shall be asserted that the Tenant's obligations are void or void able due to illegal or unauthorized acts by the Tenant in the execution of the Lease, the Guarantors shall nevertheless be liable hereunder to the same extent as the Guarantors would have been if the obligations of the Tenant had been enforceable against the Tenant.

6. This Guaranty shall remain in full force and effect as to any renewal, extension, modification or amendment of the Lease and despite any assignment of the Tenant's interest under the Lease or any subletting of all or any portion of the leased premises. The Guarantors agree that the terms of the Lease may be altered or modified by agreement of the Tenant or its assignee(s) without notice to the Guarantors and without securing their consent, approval or waiver as such act shall not, in any way, affect this Guaranty or release the Guarantors from any liability under this Guaranty. This Guaranty shall remain in full force and effect regardless of whether or not the Tenant is or continues to be owned in whole or in part by Guarantors. The provisions of this Guaranty (and Landlord's right to enforce the same) shall survive any expiration or early termination of the Lease or Tenant's occupancy of the Premises.

7. This Guaranty shall be binding upon the heirs, legal representatives, successors and assigns of the Guarantors, and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the Landlord. The Guarantors agree that this contract is performable in California, and waive the right to be sued elsewhere.

8. If the Guarantors, or any of them, are a corporation, then the undersigned officer of each such corporation personally represents and warrants that the Board of Directors of each such corporation, in a duly held meeting, has determined that this Guaranty may reasonably be expected to benefit said corporation.

[Signatures on Following Page]

9. The Guarantors hereby waive trial by jury in any action, proceeding or counterclaim brought by the Landlord or the Guarantors against the other as to any matter of any kind or nature arising out of or in any way connected with this Guaranty or the Lease. In the event suit or action be brought upon and in connection with the enforcement of this Guaranty, the Guarantors shall pay reasonable attorneys' fees and all court costs incurred by the Landlord.

GUARANTORS:

BUFFETS, INC., a
Minnesota corporation

By: 

Name: GREG GRABER

Its: PRESIDENT TAHOE JOES INC., C.O.O. BUFFETS INC.

EXHIBIT B
TENANT'S SIGNAGE

3" Deep Open Face Alum.
Channel Letters Interior
Polar White #103-L & Process
Blue #153-L Feather Veins
Painted Chrome Yellow #134-L

3" Deep Open Face Alum.
Channel Letters with Triple
Stroke Neon. Letters
Painted to Match Ivory #116
Inside & Outside.

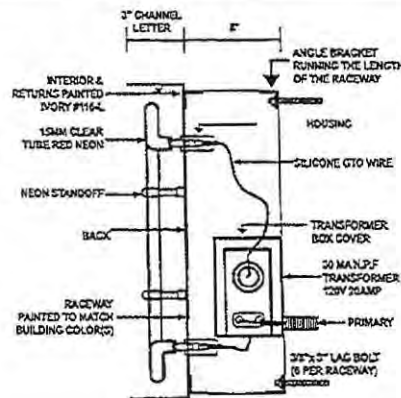
Tahoe Joe's

FAMOUS STEAKHOUSE

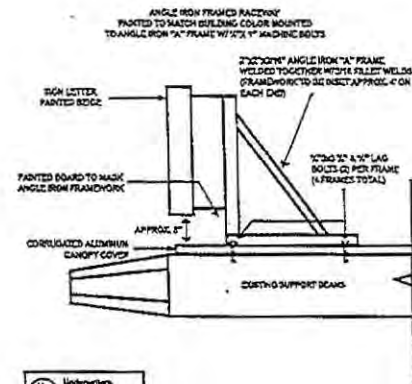
15mm Clear Rod Neon with
30ma NPF Transformers as req'd

Alum. Fabricated Raceway
to House all Electrical Housings,
Wires & Transformers

Copy to be 3M 7725-10 White Vinyl
with 15mm 6500 White Neon to be
Attached directly to the Raceway
using Tube Stands and #200 Housing



ENLARGED CHANNEL LETTER
AND RACEWAY DETAIL



12219 South Main Street
Los Angeles, Ca 90061
Phone 310-327-6757
Fax 310-327-5707
Toll Free 800-371-0705

Project:
Tahoe Joe's

Address:

Dates / Revisions:

Drawn by: JCF

Scale: AS NOTED

Salesperson: MIKE BLAKELY

Approve:

Client:

X Avenholt

X Longford

X Product Manager

X

Page Title:

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Page Number: 1 OF 3

Design: 1

Scale = NYS

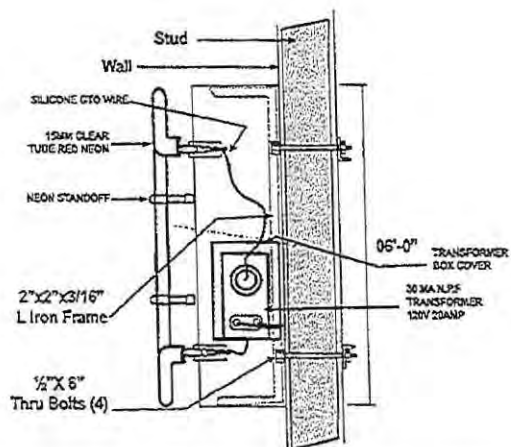


9" Deep Alum. Fabricated Face & Returns
Painted PMS #116-L. 15MM Voltare Blue
Border around cabinet. "JOE'S" Painted
on Face of Cabinet in Medium Brown #114-L
with 15mm Clear red Neon around the Letter.

7" Deep Alum. Fabricated Face & Returns
Painted PMS #114-L Medium Brown.
With 15MM Novel Gold Neon Border around
cabinet.

"DINNERS" Letters to be Painted
Polar White #103-L with 6500 White Neon

"TO GO" Letters to be Painted
Polar White #103-L with Clear Red Neon



12819 South Main Street
Los Angeles, Ca 90061
Phone 310-327-5757
Fax 310-327-5707
Toll Free 800-371-0705

Project:
Tahoe Joe's

Address:

Dates / Revisions:

Drawn by: JCS

Scale: AS NOTED

Salesperson: MIKE BLAKELY

Approved:
Client:

X
Architect:

X
Landlord:

X
Project Manager:

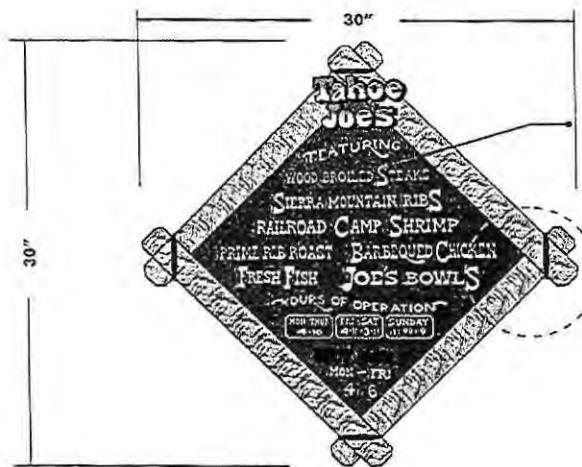
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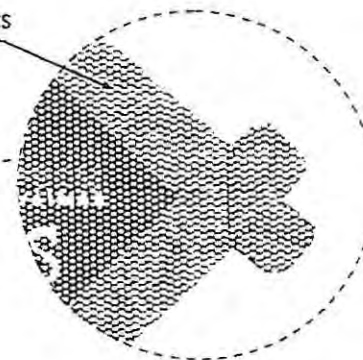
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Page Number: 3 OF 3

Design: 1



DIGITAL PRINTED GRAPHICS
ON PERFORATED VINYL.



D DIGITAL PRINTED GRAPHICS ON PERFORATED VINYL
Area: 6.25 Sq. Ft.

QTY: ONE (1)
Scale 1 1/2" = 1'



12819 South Main Street
Los Angeles, Ca 90061
Phone: 310-327-5757
Fax: 310-327-5707
Toll Free: 800-371-0705

Project:
TAHOE JOE'S

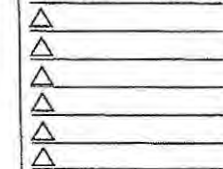
Address:

17258 Chesterfield Airport Rd
Chesterfield, MO 63005

Date / Revision:

Completed on 07-25-11

FINAL JA 09-14-11



Scale: AS NOTED, ELSE N.T.S.

Designer: JESSE ABELLANEDA

Salesperson: MIKE BLAKELY

Approvals:

Client:

X

Architect:

X

Landscaper:

X

Project Manager:

X

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Page Title:

Drawing Scale: .25"

Page Number: 6 of 11

Design file name:

TAHOE JOE'S CHESTERFIELD, MO

EXHIBIT C

EXISTING EXCLUSIVE AND PROHIBITED USES

APPLEBEE'S

During the term of this Lease, Landlord shall not build, lease, or operate an Applebee's "competitor" within the Shopping Center or allow the construction, use or operation within the Shopping Center of other Applebee's "competitor." By way of example only, a restaurant would be deemed to be an Applebee's "competitor" if it were greater than 2500 s.f. and substantially similar in concept to Bennigan's, Fuddrucker's T.G.I. Fridays, Houston's, Chili's, Ruby Tuesdays, O Charlie's or Red Robin.

By way of example only, restaurant concepts which would not be deemed to be an Applebee's "competitor" would include but not be limited to (i) Steakhouses or Barbecue Restaurants such as Black Angus, Outback, Buffalo Ranch, Spunky Steer or Tony Roma's, (ii) Mexican Restaurants such as El Torito, Tortilla Flats, or Acapulco, (iii) Buffet Style Restaurants such as Hometown, Old Country or Soup Plantation (iv) Oriental Restaurants such as Chinese, Japanese, Taiwanese, Korean, Indonesian or Vietnamese, (v) Breakfast Restaurants such as Denny's, Coco's, IHPO or Mimi's Café, (vi) various other ethnic restaurants such as German, French, Italian or Indian or (vii) Seafood Restaurants such as Red Lobster or Rusty Pelican.

THE AVENUE

Landlord agrees not to enter into any lease of space in Landlord's Track containing less than fifteen thousand (15,000) square feet of Floor Area for the purpose of operating a retail store for the "primary use" of selling at retail "large size" women's ready-to-wear clothing. As used herein, the term "primary use" means use of the lesser of two thousand (2,000) square feet of Floor Area or thirty percent (30%) of the Floor Area of such space and the term "large-size" means sizes 10, 12, 14, 16 and 18.

CARL'S JR.

Lessor may not sell or lease, or allow the use of any other property leased or owned by Lessor within the Center from conducting a business that is primarily a fast food type restaurant with hamburgers as the principal featured menu item (the "Prohibition"). By way of example, the Prohibition shall apply to McDonald's, Wendy's, Burger King and Jack In The Box, but shall not apply to full service sit down restaurants which serve products which may also be sold by Lessee (including hamburgers), such as by way of example, Islands, Chuck E Cheese, Flakey Jakes, or to a fast food drive-through operation such as or similar to El Pollo Loco, Del Taco, Taco Bell, Boston Market, Koo Koo Roo, Arby's, Kentucky Fried Chicken, Yoshinoya Beef Bowl, Church's Chicken or Panda Panda or to portions of hotels, health clubs or office buildings located in the Center, provided such operations within a hotel, health club or office building may not be a nationally or regionally branded (i.e., MacDonald's, Wendy's) hamburger restaurant.

CENTURY 21—KING REALTORS

Landlord shall not execute any lease for premises containing in excess of three thousand (3,000) square feet of gross floor area located within the Center to any other "Residential Real Estate Sales Office", as defined below ("Exclusive Use").

DICK'S SPORTING GOODS

Landlord shall not, unless required by court order or statute or unless consented to in writing by Tenant, execute any lease to any other tenant or consent to any assignment or sublease to any other prospective tenant or subtenant to utilize more than five thousand (5,000) square feet of leasable Floor Area in Landlord's Tract for the principal purpose of the sale of a full line of sporting goods. The foregoing restriction apply to a lease or occupancy arrangement with respect to premises in Landlord's Tract for the operation of a "specialty sports use." As used herein, the term "specialty sports use" means a store the principal purpose of which is the sale of a specific type or line of sports-related merchandise but does not carry a full line of sporting goods such as , by way of example, a shoe store, an outfitter, a tennis shop, a golf shop or a scuba shop, provided, however that an athletic shoe store, a ski and/or snow board store and a hockey and/or skating store shall not be permitted irrespective of the square footage of the premises devoted to this use.

CHINO SPECTRUM DENTISTRY

Landlord shall not execute any lease for premises located within the Shopping Center to any other "General Dentistry Office," defined below ("Exclusive Use").

The term "General Dentistry Office" shall mean the operation of a general family dentistry office providing such dental services as teeth cleaning, oral exams, fillings and minor oral surgery to the general public on a direct payment or insurance provider plan basis. This definition shall specifically exclude all other medical doctors, orthodontists or other dental specialists.

CHINO SPECTRUM OPTOMETRY

Landlord shall not lease any other premises in the Center for the primary use of (a) optometry; or (b) the retail sale of prescription eyewear. The foregoing exclusive shall not apply to any department store, variety store, general merchandise retailer or drugstore within the Center all of which may operate optometry and/or retail eyewear departments, nor to any store specializing in the sale of sunglasses, sportswear or sporting goods.

CURLING IRON HAIR SALON

Landlord shall not execute any lease for premises located within the Shopping Center to any other "Hair Salon" ("Exclusive Use"). The term "Hair Salon" shall mean the business operation of a new tenant whose principal business is providing full service, non-discount hair salon providing men's and women's haircuts, styling and permanents, and the retail sale of hair care products and accessories which directly competes with Tenant's operation in selection and price.

DONO (AKI) SUSHI

Landlord agrees not to enter into any lease of space less than 4,000 square feet in Landlord's Tract to any restaurant use with the intent to operate its business as a Japanese Sushi restaurant. If Landlord elects to enter into a Lease with a Japanese Sushi restaurant in excess of 4,000 square feet, said restaurant will be a national or regional chain restaurant.

DR. H. SAM TONG, DDS, PHD, INC.

Landlord shall not execute and deliver any lease for space in the Center pursuant to which Landlord authorizes the use of the premises demised by said lease primarily for the operation of an orthodontist office.

EDIBLE ARRANGEMENTS

Landlord shall not execute and deliver any lease for space in the Center pursuant to which Landlord authorizes the use of the premises demised by said lease primarily for designed arrangements and gift baskets whose ingredients are cut fresh fruit ("Exclusive Use").

EXPERT NAILS

Landlord shall not execute and deliver any lease for space in the Center pursuant to which Landlord authorizes the use of the premises demised by said lease primarily for the operation of a full service nail salon ("Exclusive Use"). Landlord may permit one (1) other full service nail salon (in addition to Tenant) to operate in the Center.

FOOD FOR LESS

Landlord hereby grants to Tenant the exclusive right to sell in the Community Center the following items (whether canned, fresh, frozen, or smoked): groceries, meats, meat products, fish, poultry, fruits, vegetables, pre-packed delicatessen products, alcoholic beverages for off-premises consumption and commercial bakery products. Landlord covenants that no other portion of the Community 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 supermarkets.

Landlord covenants that it shall not permit any other tenant or occupant of the Community Center to operate a grocery, food department or food store within the Community Center, except that the operation of a major drugstore selling only those items customarily sold at this time by such drugstores in Southern California, one (1) service delicatessen, one (1) bakery, or one (1) liquor store shall not constitute a violation of this Article, even though certain of those items are listed in Section A above, so long as such items as are customarily sold do not include (whether fresh, smoked, or frozen) meat, fish, poultry, fresh fruits or vegetables, or departments within a store which sells any of the items described in the first sentence of paragraph A of this Article III.

THE HAIRCUTTERS

Landlord shall not execute any lease for premises located within the Center to any other "discount family hair salon", as defined below ("Exclusive Use"). The term "discount family hair salon" shall mean the business operation of a new tenant whose primary use is the sale of men's and women's haircuts at a price of Twenty and 00/100 Dollars (\$20.00) or less (e.g., Supercuts and Fantastic Sam's). Nothing contained herein shall preclude Landlord from leasing to full service hair salons which shall mean a business operation whose primary use is the sale of men's and women's haircuts, coloring styling and permanents, manicures, pedicures, massages, facials and/or the retail sale of hair care products and accessories. Nothing shall preclude a full service salon from selling haircuts at Twenty and 00/100 Dollars (\$20.00) or less.

H & R BLOCK

Landlord shall not lease space in the Center to any tenant/occupant whose primary use is tax preparation, electronic tax filing and/or refund anticipation loans.

HOME TOWN BUFFET

Landlord agrees not to enter into any lease of space in Landlord's Tract for the purpose of operating as a one-price, self-service buffet style restaurant featuring an "all you can eat" format, nor shall Landlord consent to the operation of such restaurant in Landlord's Tract.

JUICE IT UP

Landlord shall not execute any lease for premises located in the Center to any other tenant whose primary use of its premises is the sale of prepared blended juice drinks/smoothies ("Exclusive Use").

M.D. DIET

Landlord shall not execute and deliver any lease for space in the Center pursuant to which Landlord authorizes the use of the premises demised by said lease primarily for the operation of a medical weight loss clinic ("Exclusive Use").

THE MEN'S WEARHOUSE

Landlord shall not execute any lease for premises located within the Center to a Competing Store (as herein defined). The term "Competing Store" shall mean any tenant whose primary use and purpose is the

retail sale of men's suits and sport coats. C7R Clothiers, Suit City, 4-Day Suit Brokers and similar tenants are Competing Store.

MICHAELS

Landlord will not use or lease (or permit the use, leasing, or subleasing of) or sell any space in any portion of the Shopping Center during Lease Term to any "crafts store", "frame store" or store doing custom framing, store selling art supplier, or store selling silk floral items. Additionally, Landlord agrees that it shall not sell or allow the use of the space identified as Major 1 on Exhibit A to a business that would be considered a direct competitor of Tenant, including by way of example, but without limitation, Ben Franklin, H&H Floral, Frank's Nursery, Leewards, Hobby Lobby, MJ Designs, Ambers, Garden Ridge Pottery, and/or Joann Fabrics.

MIMI'S CAFÉ

Landlord covenants and warrants that it shall not lease space or sell a parcel in the Development to a tenant or occupant whose primary use is a full-service, sit-down coffee shop such as a Denny's, Coco's or International House of Pancakes ("Restriction").

MOBIL OIL

Landlord covenants that no real property within Landlord's Tract either now or subsequently, directly or indirectly owned, leased or controlled by Landlord shall be developed or used for a period of sixty (60) months following the Commencement Date for the retail sale of automotive fuel or lubricants, it being understood and agreed that the use of those portions of the Shopping Center which are not part of Landlord's Tract shall be so restricted to the extent that to any other premises in the Shopping Center with respect to which the lease or other occupancy arrangement remains in effect, permits such premises to be so used for the sale of automotive fuel or lubricants (including without the limitation to the premises currently occupied by Pep Boys in the Shopping Center). This is a covenant running with the land for any term of this Lease and for any term or renewal or extension, in favor of the Tenant, its successors or assigns.

Landlord covenants that no real property within Landlord's Tract either now or subsequently, directly or indirectly owned, leased or controlled by Landlord shall be developed or used for the retail sale of automotive fuel or lubricants.

PEP BOYS

Tenant is hereby granted the sole and exclusive privilege on the Developer Tract for operation of a Service Center and the sale of Automotive Parts. Landlord covenants and agrees that it shall not hereafter enter into any lease or occupancy agreement, agreement of sale or deed which does not prohibit the portion of the Developer Tract leased, to be conveyed, or being conveyed thereunder from being used for the operation of a Service Center and/or the sale of Automotive Parts, which prohibitions shall run with the

land for the Term; provided, however, the incidental sale of automotive accessories or attendant products from less than ten percent (10%) of the floor area of a business, but not the sale of automotive parts or the performance of any mechanical work for motor vehicles, shall be permitted

PETCO

Landlord covenants and agrees that during the term of this Lease, for so long as Tenant is operating its business from the Premises and Tenant's primary use of the Premises is the retail sale of pet food, pet supplies, fish, birds, small animals, reptiles, pet grooming, pet training, and veterinary services ("Tenant's Exclusive Use"), Landlord and its Affiliates, their successors and assigns, agree not to sell to, lease to, nor approve any sublease or assignment of lease, or change in use, to the extent Landlord or its Affiliates shall have the right to withhold approval of same pursuant to the terms of any lease currently in force and effect, for any competing tenant, sub-tenant, assignee or user in violation of Tenant's Exclusive Use except for the Incidental Sales (as defined herein) of such items or services.

PHOTO SOLUTIONS/THE CAMERA COMPANY

Landlord shall not enter into any new leases for space at the Center with any tenants who have the right to use the leased space primarily for (i) the retail sale of photographic equipment (conventional and digital), (ii) photo development (conventional and digital), (iii) photographic restoration, and (iv) studio photography and services related thereto.

ROSS

Landlord represents and warrants that the lease of the other tenants in the Neighborhood/Promotional Center contain a provision, which Landlord covenants to enforce, that such tenant will not assign its lease or sublet its premises for a use which is in direct competition with the primary use of another tenant in the Neighborhood/Promotional Center which is open and operating in at least fifteen thousand (15,000) square feet of leasable floor area.

SENOR BAJA

Landlord shall not execute and deliver any lease for space in the Center pursuant to which Landlord authorizes the use of the premises demised by said lease for the operation of a restaurant whose primary business is Mexican style fast food ("Exclusive Use").

STAPLES

No part of the Shopping Center (but excluding herefrom the Premises and the "Target Tract" as shown on Exhibit A) shall be used for the sale or leasing of office equipment (including computers but not including computer superstores, electronic superstores (such as Comp USA or Circuit City as such stores are currently operating on the date hereof), office furniture (but not including a home furniture store) or

office supplies, or the provision of copying or printing services or any other office services provided by Tenant as of the date hereof.

TARGET STORE

No part of the Shopping Center shall be used for other than retail sales, offices, Restaurants or other commercial purposes. "Business office" shall mean an office which does not provide services directly to consumers; "retail office" shall mean an office which provides services directly to the public for retail fees, including but not limited to financial institutions, real estate, stock brokerages, title company and escrow offices, travel and insurance agencies, and medical, dental and legal clinics. Not more than the percent (10%) of the total Floor Area on any Tract may be used for Retail Office and/or Business Offices.

No part of the Shopping Center shall be used as a bar, tavern, restaurant or other establishment whose reasonably projected annual gross revenues from the sale of alcoholic beverages for on-premises consumption exceeds forty percent (40%) of the gross revenues of such business.

T.J. MAXX

No restaurants or establishments selling prepared food for consumption on or off premises shall be located between the premises currently occupied by Target and Pep Boys, inclusive or in Shops B (except for a Starbucks-type operation or similar operation or a business where food is sold on an incidental basis or a restaurant where seating is not primary aspect of the operation) as shown on the Lease Plan.

WEST COAST BAGEL

Landlord shall not execute any lease for premises within the Center for the operation of any other "Bagel Store", as defined below ("Exclusive Use"). The term "Bagel Store" shall mean the business operation of a new tenant which sells primarily bagels. For purposes of this Section 6.2, the phrase "tenant which sells primarily" shall mean a tenant whose gross sales from the sale of bagels exceeds fifty percent (50%) of such tenant's annual gross revenue at the Center or whose gross sales from the sale of bagels baked upon such tenant's premises exceeds fifteen percent (15%) of such tenant's annual gross sales. Landlord shall have the right to provide a copy of this Section 6.2 to any tenant or prospective tenant of the Center.

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

CATHAY BANK
9650 Flair Drive, 7th Floor
El Monte, CA 91731
Attn: Construction and Commercial Real Estate Loan Dept.

Assessor's Parcel No.: _____

**SUBORDINATION, NONDISTURBANCE
AND ATTORNMENMENT AGREEMENT**

NOTICE: THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENMENT AGREEMENT RESULTS IN THE LEASEHOLD ESTATE IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENMENT AGREEMENT ("Agreement") made to be effective as of the 1st day of November, 2013, by and among CATHAY BANK, a California banking corporation ("Lender"), SY VENTURES III, LLC, a California limited liability company ("Landlord"), and TAHOE JOE'S, INC., a Minnesota corporation ("Tenant");

W I T N E S S E T H

WHEREAS, Lender is the owner and holder of a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of September 9, 2010 (the "Deed of Trust"), covering the real property described in **EXHIBIT "A"**, attached hereto and made a part hereof for all purposes, and the buildings and improvements thereon, provided in the Lease (as hereinafter defined) (hereinafter collectively called the "Property"), which Deed of Trust is recorded in the Official Records of San Bernardino County, California, securing the payment of a loan (the "Loan") made by Lender to Borrower pursuant to that certain Business Loan Agreement dated as of September 9, 2010 ("Loan Agreement"), and that certain Promissory Note by Borrower in favor of Lender dated as of September 9, 2010 ("Note") (with the Business Loan Agreement, Note, Deed of Trust and the other documents executed by Borrower in connection with the Loan being hereinafter sometimes referred to individually and collectively as "Loan Documents"); and

WHEREAS, Tenant is the assignee of La Creperie Chino Hills, Inc. as the holder of a leasehold estate pursuant to a lease (hereinafter called the "Lease") covering a portion of the Property as more particularly described in Supplement I ("Premises"); and

WHEREAS, Borrower (with such party and its successors and assigns occupying the position of landlord under the Lease being referred to collectively hereinafter as "Landlord") has

assigned its rights as landlord under the Lease to Lender to facilitate repayment of the Loan and performance of its obligations under the Deed of Trust; and

WHEREAS, Tenant and Lender desire to confirm their understanding with respect to the Lease and the Deed of Trust;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Lender and Tenant hereby agree and covenant as follows:

1. SUBORDINATION. The Lease is hereby made, and shall at all times continue to be, subject and subordinate in each and every respect, to the lien of the Deed of Trust and to any and all liens, interests and rights created thereby and to any and all increases, renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Deed of Trust or the indebtedness or other obligations secured thereby.

2. NONDISTURBANCE. So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, (a) Tenant's possession of the Premises and Tenant's rights and privileges under the Lease, or any extensions or renewals thereof, shall not be disturbed, diminished or interfered with by Lender in the exercise of any of its rights under the Loan Documents or by any party who acquires the Property from Lender as a result of the exercise by Lender of any such rights, (b) Tenant's occupancy of the Premises shall not be disturbed by Lender in the exercise of any of its rights under the Loan Documents during the term of the Lease or any extensions or renewals thereof or by any party who acquires the Property from Lender as a result of the exercise by Lender of any such rights, and (c) Lender will not join Tenant as a party defendant in any action or proceeding for the purpose of terminating Tenant's interest and estate under the Lease because of any default under the Deed of Trust or any other instrument evidencing or securing the Loan.

3. ATTORNMENT. If any proceedings are brought for the foreclosure of the Deed of Trust, or if the Property is sold pursuant to a trustee's sale under the Deed of Trust, or if Lender becomes owner of the Property by acceptance of a deed or assignment in lieu of foreclosure or otherwise, Tenant shall attorn to the Lender or purchaser, as the case may be, upon any such foreclosure sale or trustee's sale, or acceptance by Lender of a deed or assignment in lieu of foreclosure, and Tenant shall recognize Lender or such purchaser, as the case may be, as the Landlord under the Lease. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of any of the parties hereto. Tenant agrees, however, to execute and deliver at any time, and from time to time, within five (5) business days after the request of Landlord, any holder(s) of any of the indebtedness or other obligations secured by the Deed of Trust, or any such purchaser, all instruments or certificates which, in the reasonable judgment of Landlord, such holder(s) or such purchaser, may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment. In the event of any such attornment, Tenant further waives the provisions of any statute or rule of law, now or hereafter in effect, which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect the Lease and the obligation of Tenant thereunder as a result of any such foreclosure proceeding or trustee's sale.

4. LENDER'S RIGHTS, REMEDIES AND LIABILITY AS A LANDLORD OR LENDER IN POSSESSION. If Lender shall succeed to the interest of Landlord under the Lease in any manner, or if any purchaser acquires the Property upon any foreclosure of the Deed of Trust or any trustee's sale under the Deed of Trust, Lender or such purchaser, as the case may be, shall have the same remedies by entry, action or otherwise in the event of any default by Tenant (beyond any period given Tenant to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants and conditions of the Lease on Tenant's part to be performed that Landlord had or would have had if Lender or such purchaser had not succeeded to the interest of Landlord. Thereafter, Lender or such purchaser shall be bound to Tenant under all the terms, covenants, and conditions of the Lease, and Tenant shall, from and after the succession to the interest of Landlord under the Lease by Lender or such purchaser, have the same remedies against Lender or such purchaser for the breach of an agreement contained in the Lease that Tenant might have had under the Lease against Landlord if Lender or such purchaser had not succeeded to the interest of Landlord, and Tenant shall be bound to Lender or such purchaser under all of the terms, covenants and conditions of the Lease. However, Lender or such purchaser shall not be:

(a) liable for any act or omission of any prior landlord (including Landlord) except for acts or omissions of a continuing nature which continue after such time as Lender (or such purchaser) comes into possession of or acquires title to all or any portion of the Property, in which case Lender (or such purchaser) shall have the notice and cure rights provided to Lender pursuant to Paragraph 6 below, calculated from the date Lender (or such purchaser) receives said notice of default following Lender's (or such purchaser's) possession of the Property. Without limiting Lender's (or such purchaser's) liability for damages proximately caused by Lender (or such purchaser) for a failure to cure any default of Landlord of a continuing nature within the applicable time period provided, in no event shall Successor Landlord have any liability for damages, whether direct, indirect, foreseeable, consequential, exemplary or otherwise, as a result of any act or omission of any prior landlord (including Landlord); or

(b) subject to offsets or defenses which Tenant might have against any prior landlord (including Landlord) arising prior to the date Lender (or such purchaser) succeeds to the interest of Landlord under the Lease, except for those expressly provided for in the Lease and based on defaults of a continuing nature, so long as Tenant shall have provided Lender (or such purchaser) with notice of the Landlord's default that gave rise to such offset or defense and the opportunity to cure same, all in accordance with the notice and cure period provided in Paragraph 6 below; or

(c) bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord (including Landlord), unless the same was paid to and received by Lender; or

(d) bound by any representation or warranty contained in the Lease or made by any party to Tenant, including, but not limited to, Landlord; or

(e) bound by any amendment or modification of the Lease made without Lender's consent that would (i) decrease the amount of rent paid by Tenant, (ii) shorten the term of the Lease, (iii) change the amount of space rented by Tenant, (iv) adopt new Lease

termination rights, (v) materially increase the obligations of Landlord under the Lease, or (vi) materially decrease the obligations of Tenant under the Lease; or

(f) liable for any security deposit or other sum(s) paid by Tenant to Landlord, except to the extent such monies are actually received by Lender or such purchaser.

Neither Lender nor any other party who from time to time shall be included in the definition of Lender hereunder, shall have any liability or responsibility under or pursuant to the terms of this Agreement from the date it ceases to own an interest in or to the Property. Tenant further acknowledges and agrees that neither Lender nor any purchaser of the Property at any foreclosure sale nor any grantee of the Property named in a deed-in-lieu of foreclosure, nor any heir, legal representative, successor, or assignee of Lender or of any such purchaser or grantee, has or shall have any personal liability for the obligations of Landlord under the Lease, except to the extent of the rents, security deposits, and insurance and condemnation proceeds actually received and the equity in the Property then owned by such party.

5. NO WAIVER. Nothing herein contained is intended, nor shall it be construed, to abridge or adversely affect any right or remedy of Landlord under the Lease in the event of any default by Tenant (beyond any period given Tenant to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed.

6. NOTICES. Tenant hereby acknowledges and agrees that:

(a) From and after the date hereof, in the event of any act or omission of Landlord which would give Tenant the right, either immediately or after notice, the lapse of time, or both, to terminate the Lease or to claim a partial or total eviction, Tenant will not exercise any such right (i) until it has given written notice of such act or omission to Lender, and (ii) until the expiration of thirty (30) days following such giving of notice to Lender in which time period Lender shall be entitled to cure any such acts or omissions of Landlord, or begin the cure and diligently pursue the cure if such cure, by its nature, cannot reasonably be effected within such thirty (30) day period.

(b) Tenant shall send to the Lender a copy of any default, notice or statement sent by Tenant to Landlord under the Lease, at the same time such default, notice or statement is sent to Landlord.

(c) If Lender notifies Tenant of a default under the Deed of Trust and demands that Tenant pay its rent and all other sums due under the Lease to Lender, Tenant shall honor such demand and pay its rent and all of the sums due under the Lease directly to Lender or as otherwise required pursuant to such notice. In connection therewith, Landlord, by its execution of this Agreement, hereby acknowledges and agrees that in the event of a default under the Deed of Trust, Tenant may pay all rents and all of the sums due under the Lease directly to Lender as provided hereinabove upon notice from Lender that Landlord is in default. If Tenant shall make rental payments to the Lender following receipt of notice that Landlord is in default, Landlord hereby waives any claims against Tenant for the amount of such payments made by Tenant to Lender.

7. COVENANTS. Tenant shall not, without obtaining the prior written consent of Lender, (a) prepay any of the rents, additional rents or other sums due under the Lease for more than one (1) month in advance of the due dates thereof, (b) voluntarily surrender the Premises or terminate the Lease without cause, or (c) assign the Lease or sublet the Premises other than pursuant to the provisions of the Lease.

8. AMENDMENTS/SUCCESSORS. This Agreement and the Lease may not be amended or modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and permitted assigns, and any purchaser or purchasers at foreclosure of the Property, and their respective heirs, personal representatives, successors and assigns.

9. NOTICE OF MORTGAGE. To the extent that the Lease shall entitle the Tenant to notice of any mortgage or deed of trust, this Agreement shall constitute such notice to the Tenant with respect to the Deed of Trust and to any and all modifications, renewals, extensions, replacements and/or consolidations of the Deed of Trust and to any and all other mortgages or deeds of trust which may hereafter be subject to the terms of this Agreement as provided above. Tenant has not received notice of any assignment, hypothecation, mortgage, or pledge of Landlord's interest in the Lease or the rents or other amounts payable thereunder other than that given to Lender. Tenant consents to the Deed of Trust and to the assignment of Landlord's rights under the Lease to Lender. Lender may, at its election, in its sole and absolute opinion and judgment, subordinate the lien of the Deed of Trust to the Lease and the leasehold interest created thereby, and make said lien subject to the Lease by providing Landlord and Tenant written notice of such election at any time prior to completion of a foreclosure of the Deed of Trust, whether judicial or through the power of sale contained in the Deed of Trust, or the acceptance of any assignment or deed in lieu of foreclosure. From and after delivery of such notice to Tenant, the lien of the Deed of Trust shall be subject and subordinate to the Lease and the leasehold estate created thereby.

10. MULTIPLE COUNTERPARTS. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.


11. CAPTIONS. The captions, headings, and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

NOTICE: THIS AGREEMENT CONTAINS A PROVISION WHICH MAY ALLOW THE PARTIES AGAINST WHOM YOU CLAIM AN EQUITABLE INTEREST IN REAL PROPERTY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed as of the day and year first above written.

"Lender"


CATHAY BANK

By: 
Name: ANNA CHOI
Title: FIRST VICE PRESIDENT

"Landlord"

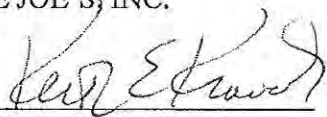
SY VENTURES III, LLC

By: Shin Yen Holdings, Inc.
Its: Managing Member

By: 
Name: Wan-I Huang
Its: President

"Tenant"

TAHOE JOE'S, INC.

By: 
Name: Keith Kravcik
Its: EVP and CFO

[ALL SIGNATURES MUST BE ACKNOWLEDGED]

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On 11/7/2013, before me, Wanifar Sze Wai Fung, a Notary Public in and for said County and State, personally appeared Anna Choi, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Wanifar Sze Wai Fung
Notary Public



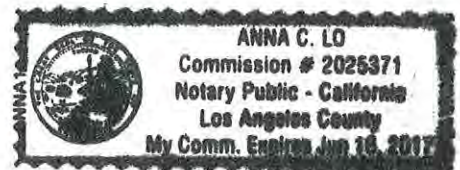
STATE OF CALIFORNIA)
) ss
COUNTY OF San Bernardino)

On 11/7/13, before me, Anna C. Lo, a Notary Public in and for said County and State, personally appeared Wan I Huang, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Anna C. Lo
Notary Public



STATE OF MINNESOTA)
) ss
COUNTY OF DAKOTA)

On November 1, 2013, before me, Julie Hatfield, a Notary Public in and for said County and State, personally appeared Keith Kravcik , who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

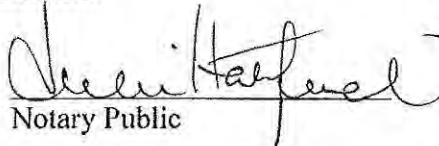

Notary Public



EXHIBIT "A"
LEGAL DESCRIPTION

SUPPLEMENT I

1.1 Date of Lease: May 17, 2010
 Present Landlord: Sy Ventures III, LLC
 Original Tenant: La Creperie Chino Hills, Inc.
 Premises: 3968 Grand Avenue, Suite 100
 Chino, California

1.2 Original Principal
 Amount of Note: \$ _____

 Deed of Trust Dated: September 9, 2010

 County: San Bernardino

January 29, 2016

VIA UPS OVERNIGHT DELIVERY

SY VENTURES III LLC
1ST COMMERCIAL REALTY GROUP INC
ATTN: PIPPO SALVIA
3808 GRAND AVENUE, SUITE B
CHINO, CA 91710

Re: Consent Letter – Change of Control with respect to Lease for premises
dba Tahoe Joe's #835 and located at 3968 GRAND AVENUE, SUITE 100, CHINO, CA
91710 (the "Leased Premises")

Dear Pippo:

Tahoe Joe's, Inc., a Minnesota corporation ("Tenant") and SY Ventures III, LLC ("Landlord"), are parties to that certain Lease dated May 17, 2010 (as the same may have been amended, collectively the "Lease") for the Leased Premises.

The Tenant is a wholly owned direct subsidiary of HomeTown Buffet, Inc., a Minnesota corporation ("Parent") which in turn is a wholly owned subsidiary of Buffets, LLC, a Delaware limited liability company ("Guarantor"). Parent, Cleveland Avenue TJ Investors, LLC, a Delaware limited liability company ("Successor Parent"), and solely with respect to Section 11.14, Guarantor, have entered into a Securities Purchase Agreement dated January 27, 2016 (the "Purchase Agreement") pursuant to which all of the outstanding capital stock of Tenant will be sold by Parent to Successor Parent. Pursuant to the Purchase Agreement, Tenant will continue as the lessee under the Lease and will continue with all rights and obligations under the Lease, but certain provisions of the Lease may require your consent prior to the closing of such Purchase Agreement. The parties currently contemplate closing the Purchase Agreement on or before February 17, 2016. It is intended that the use and operation of the restaurant located on the Premises will remain substantially similar upon the closing of the Purchase Agreement.

Please acknowledge your consent to any deemed assignment for purposes of the Lease caused by the Purchase Agreement and your consent for any other purpose under the Lease necessitated by the above-described pending closing of such Purchase Agreement by signing this letter below, it being understood that if the closing of the Purchase Agreement does not occur, this letter will have no further force or effect. By signing this letter, the undersigned further agrees and acknowledges that:

- (i) *Lease.* The Lease was duly authorized and properly executed and is valid, binding and enforceable against the undersigned Landlord:



1020 Discovery Road
Suite 100
Eagan, MN 55121

O 651 994 8608
F 651 365 2356

ovationbrands.com

January 29, 2016

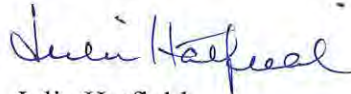
Page Two

- (ii) *No Defaults.* To the Landlord's knowledge, there exist no uncured defaults by Tenant under the Lease, nor any state of facts which with notice, the passage of time, or both, could reasonably be expected to ripen into a default;
- (iii) *Consent to Securities Purchase.* To the extent that under the Lease the Purchase Agreement may be deemed a transfer or assignment and to the extent Landlord's consent for any other purpose under the Lease may be needed by the pending closing of such Purchase Agreement, the Lease may be so transferred and the rights and obligations of Tenant under the Lease will continue in accordance with its terms following the closing of the Purchase Agreement, the Purchase Agreement will not violate or constitute an event of default or otherwise result in any penalties or payments under the Lease, and the undersigned Landlord waives any right to terminate the Lease or receive any payments in connection with the Purchase Agreement, to the extent any such termination rights or payment rights might apply.

W H ~~(iv) *Release of Guaranty.* Guarantor hereby requests, and Landlord by its signature below hereby agrees and acknowledges, that upon the closing of the Purchase Agreement, any guaranty by Guarantor of the Tenant's performance under the Lease with respect to any obligations arising after the closing will be terminated and of no further force or effect.~~

Please email (julie.hatfield@ovationbrands.com) a signed copy of this letter to me as soon as possible and return a signed original in the enclosed UPS envelope. Please call or email me if you have any questions. Thank you in advance for your prompt attention to this matter, I remain

Very truly yours,




Julie Hatfield

Real Estate Portfolio Manager

attachment

CONSENTED AND AGREED TO:

SY Ventures III, LLC

By: 
Name: Wan-I Huang
Title: President
Date: 2/9/, 2016