

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:					0	
Corporate/Business Entity Name:		EJM Spencer Helm Property LLC				
<i>(Include d.b.a., if applicable)</i>						
Street Address:		9061 Santa Monica Blvd.		Website:		
City, State and Zip Code:		Los Angeles, CA 90069		POC Name: Susan Wincn		
				Email: swincn@ejmdevelopment.com		
Telephone No:		310 278-1830		Fax No:		
Nevada Local Street Address:				Website:		
<i>(If different from above)</i>						
City, State and Zip Code:				Local Fax No:		
Local Telephone No:		702 597-1852		Local POC Name:		
				Email:		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
Joyce Monkarsh	LLC Member (Indirect)	25.5%
Jon Monkarsh	LLC Member (Indirect)	7%
William Fred Stiles	LLC Member (Indirect)	7%

*** see attached ***

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? Yes No

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Joyce Monkarsh
Signature

JOYCE MONKARSH
Print Name

Title

February 27, 2023
Date

-continued from page 1 of Disclosure of Ownership/Principals

Full Name	Title	% Owned
William and Robin Banks	LLC Member (Indirect)	7%
Jeanne L. Mackay	LLC Member (Indirect)	7%
Thom Blumer	LLC Member (Indirect)	7%
Harlee M. Gasmer	LLC Member (Indirect)	5.1%
Jason Monkarsh	LLC Member (Indirect)	5.1%
Joshua Monkarsh	LLC Member (Indirect)	5.1%
Lori Monkarsh	LLC Member (Indirect)	5.1%
Lawrence Monkarsh	LLC Member (Indirect)	5.1%

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A			

* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input checked="" type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 7						
Corporate/Business Entity Name: West Coast Beverage LLC						
(Include d.b.a., if applicable)						
Street Address: 1660 Helm Dr St 600			Website:			
City, State and Zip Code: Las Vegas NV 89119			POC Name:			
			Email: wcbeverage LLC@gmail.com			
Telephone No: 917 699 8576			Fax No:			
Nevada Local Street Address:				Website:		
(If different from above)						
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Katherine Lee	owner	100%

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? Yes No

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

 Signature	Katherine Lee Print Name
owner Title	2/24/23 Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A			

* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name: CHEF'S CHOICE, LLC						
(Include d.b.a., if applicable) WEST COAST BEVERAGES						
Street Address: 6165 HARRISON DR. 13				Website: CHEFSCHOICESPECIALTYFOODS.COM		
City, State and Zip Code: LAS VEGAS, 89120 NV				POC Name: SALVATORE CESAREO		
Telephone No: 702 / 798 9222				Email: SALVATORE@CHEFSCHOICELV.COM		
Nevada Local Street Address:				Website:		
(If different from above)				Local Fax No:		
City, State and Zip Code:				Local POC Name:		
Local Telephone No:				Email:		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

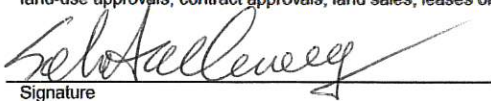
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
SALVATORE CESAREO	MANAGING PARTNER	50%
KATHY CESAREO	MANAGING PARTNER	50%

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? Yes No

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.


 Signature

SALVATORE CESAREO
 Print Name

MANAGING PARTNER
 Title

2/27/2023
 Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A			

* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

INDUSTRIAL REAL ESTATE LEASE

(Multi-Tenant(s) Facility)

ARTICLE ONE: BASIC TERMS

This Article One contains the Basic Terms of this Lease between the Landlord and Tenant(s) named below. Other Articles, Sections and Paragraphs of the Lease referred to in this Article One explain and define the Basic Terms and are to be read in conjunction with the Basic Terms.

Section 1.01. Date of Lease: February 15, 2023

Section 1.02. Landlord (include legal entity): EJM SPENCER HELM PROPERTY LLC, a Nevada limited liability company

Address of Landlord: 9061 Santa Monica Boulevard, Los Angeles, California 90069

Section 1.03. Tenant(s) (include legal entity): CHEF'S CHOICE, LLC, a Nevada limited liability company and WEST COAST BEVERAGE LLC, a Nevada limited liability company

Address of Tenant(s): 1660 Helm Drive, Suite 600, Las Vegas, Nevada 89119

Section 1.04.

(a) Property: The Property is part of Landlord's multi-Tenant(s) real property development known as Spencer Helm Business Center and described or depicted in Exhibit "A" (the "Project"). The Project includes the land, the buildings and all other improvements located on the land, and the Common Areas described in Paragraph 4.05(a). The Property is (include street address, approximate square footage and description):

A ±6,720 square foot (s.f.) suite comprised of ±825 s.f. of existing office space and ±5,895 s.f. of warehouse space located at Spencer Helm Business Center Building C – 1660 Helm Drive, Suite 600, Las Vegas, Nevada 89119. For purposes of the Lease, it is agreed and stipulated by both Landlord and Tenant(s) that the rentable area shall be deemed to be 6,720 s.f. regardless of any inaccuracy therein.

(b) Subordinate to Ground Lease: Landlord's interest in the Project (including the Property) is that of groundlessee pursuant to that certain Lease Agreement (the "Ground Lease") dated September 21, 1999, between Landlord and the County of Clark, a political subdivision of the State of Nevada ("Groundlessor"), and Tenant(s) acknowledges having received a copy thereof. This Lease is subject and subordinate to the Ground Lease and shall not be effective until approved by Groundlessor.

Section 1.05. Lease Term: Three (3) years and Zero (0) month(s) beginning April 1, 2023, or such other date as is specified in this Lease and ending on March 31, 2026.

Section 1.06. Permitted Uses: (See Article Five) General office and administrative uses, storage, warehousing and distribution of wine, spirits and other lawful beverage products.

Section 1.07. Tenant(s)'s Guarantor: (If none, so state) Salvatore Cesareo, an individual; Kathy Cesareo, an individual; Katherine Lee, an individual and Demetrius Bagley, an individual.

Section 1.08. Brokers: (See Article Fourteen) (If none, so state)

Landlord's Broker: None

Tenant(s)'s Broker: None

Section 1.09. Commission Payable to Landlord's Broker: (See Article Fourteen) N/A

Section 1.10. Initial Security Deposit: (See Section 3.03) \$ 11,707.00

Section 1.11. Vehicle Parking Spaces Allocated to Tenant(s): (See Section 4.05) Nine (9)

Section 1.12. Rent and Other Charges Payable by Tenant(s):

(a) BASE RENT: Nine Thousand Seventy-Two and No/100 Dollars (\$9,072.00) per month for the first twelve (12) months, as provided in Section 3.01, and shall be increased on the first day of the 13th, 25th month(s) after the Commencement Date, as reflected in the Base Rent Schedule below.

<u>Months</u>	<u>Base Rent</u>
Thirteen (13) through twenty-four (24):	\$ 9,526.00
Twenty-five (25) through thirty-six (36):	\$10,002.00

(b) OTHER PERIODIC PAYMENTS: (i) Real Property Taxes (See Section 4.02); (ii) Utilities (See Section 4.03); (iii) Insurance Premiums (See Section 4.04); (iv) Tenant(s)'s Initial Pro Rata Share of Common Area Expenses 3.26 % (See Section 4.05); (v) Impounds for Insurance Premiums and Property Taxes (See Section 4.08); (vi) Maintenance, Repairs and Alterations (See Article Six). In addition to Base Rent and other charges payable under the terms of this Lease, Tenant(s) shall pay Landlord the amount of any transaction privilege tax, rent tax, sales tax, gross proceeds tax, use tax, occupancy tax or like tax (excluding income taxes) levied, assessed or imposed by any federal, state, county or municipal government authority, or any subdivision thereof, upon or measured by any rent or other charge payable under this Lease.

Section 1.13. Landlord's Share of Profit on Assignment or Sublease: (See Section 9.05) One Hundred percent (100%) of the Profit (the "Landlord's Share").

Section 1.14. Riders: The following Riders are attached to and made a part of this Lease:

Rider No. 1 (Ground Lease Rider)
Rider No. 2
Exhibit "A" - Site Plan
Exhibit "B" - Floor Plan
Exhibit "C" - Signage Requirements
Guaranty of Lease

In the event of any conflict or inconsistency between this Lease and any such Rider, such Rider shall govern and control.

ARTICLE TWO: LEASE TERM

Section 2.01. Lease of Property For Lease Term. Landlord leases the Property to Tenant(s) and Tenant(s) leases the Property from Landlord for the Lease Term. The Lease Term is for the period stated in Section 1.05 above and shall begin and end on the dates specified in Section 1.05 above, unless the beginning or end of the Lease Term is changed under any provision of this Lease. The "Commencement Date" shall be the date specified in Section 1.05 above for the beginning of the Lease Term, unless advanced or delayed under any provision of this Lease.

Section 2.02. Delay in Commencement.

(a) Landlord shall not be liable to Tenant(s) if Landlord does not deliver possession of the Property to Tenant(s) on the Commencement Date. Landlord's non-delivery of the Property to Tenant(s) on that date shall not affect this Lease or the obligations of Tenant(s) under this Lease except that the Commencement Date shall be delayed until Landlord delivers possession of the Property to Tenant(s) and the Lease Term shall be extended for a period equal to the delay in delivery of possession of the Property to Tenant(s), plus the number of days necessary to end the Lease Term on the last day of a month. If Landlord does not deliver possession of the Property to Tenant(s) within ninety (90) days after the Commencement Date, Tenant(s) may elect to cancel this Lease by giving written notice to Landlord within ten (10) days after the ninety (90)-day period ends. If Tenant(s) gives such notice, the Lease shall be canceled and neither Landlord nor Tenant(s) shall have any further obligations to the other. If Tenant(s) does not give such notice, Tenant(s)'s right to cancel the Lease shall expire and the Lease Term shall commence upon the delivery of possession of the Property to Tenant(s). If delivery of possession of the Property to Tenant(s) is delayed, Landlord and Tenant(s) shall, upon such delivery, execute an amendment to this Lease setting forth the actual Commencement Date and expiration date of the Lease. Failure to execute such amendment shall not affect the actual Commencement Date and expiration date of the Lease.

(b) Landlord shall not be required to deliver possession of the Property to Tenant(s) until Tenant(s) complies with its obligation to provide evidence of liability insurance to Landlord as outlined in Section 4.04 of this Lease. Pending delivery of such evidence to Landlord, Tenant(s) shall be required to perform all of its obligations under this Lease from and after mutual Lease execution, including the payment of Rent, regardless of Landlord's election to withhold possession pending receipt of such evidence of liability insurance. Furthermore, if Tenant(s) is required to perform any other conditions prior to or concurrent with the Commencement Date, the Commencement Date shall occur, but Landlord may elect to withhold possession until such conditions are satisfied.

Section 2.03. Early Occupancy. If Tenant(s) occupies the Property prior to the Commencement Date, Tenant(s)'s occupancy of the Property shall be subject to all of the provisions of this Lease. Early occupancy of the Property shall not advance the expiration date of this Lease. Tenant(s) shall not be required to pay Base Rent but shall be responsible for all other charges specified in this Lease for the early occupancy period.

Section 2.04. Holding Over. Tenant(s) shall vacate the Property and shall surrender exclusive possession thereof to Landlord upon the expiration or earlier termination of this Lease. Tenant(s) shall reimburse Landlord for and indemnify Landlord against all damages, which Landlord incurs from Tenant(s)'s delay in so vacating and surrendering the Property. If Tenant(s) does not so vacate and surrender the Property upon the expiration or earlier termination of the Lease and Landlord thereafter accepts rent from Tenant(s), Tenant(s)'s occupancy of the Property shall be a "month-to-month" tenancy, subject to all of the terms of this Lease applicable to a month-to-month tenancy, except that the Base Rent then in effect shall be increased by fifty percent (50%) (the "Hold Over Rent").

ARTICLE THREE: BASE RENT

Section 3.01. Time and Manner of Payment. Upon execution of this Lease, Tenant(s) shall pay Landlord the Base Rent in the amount stated in Paragraph 1.12(a) above for the first month of the Lease Term. On the first day of the second month of the Lease Term and each month thereafter, Tenant(s) shall pay Landlord the Base Rent, in advance, without offset, deduction or prior demand. The Base Rent shall be payable at Landlord's address or at such other place as Landlord may designate in writing.

Section 3.02. Application of Payments. All payments received by Landlord from Tenant(s) shall be applied to the oldest payment obligation owed by Tenant(s) to Landlord. No designation by

Tenant(s), either in a separate writing or on a check or money order, shall modify this Section or have any force or effect.

Section 3.03. Security Deposit; Increases.

(a) Upon the execution of this Lease, Tenant(s) shall deposit with Landlord a cash Security Deposit in the amount set forth in Section 1.10 above. Landlord may apply all or part of the Security Deposit to any unpaid rent or other charges due from Tenant(s) or to cure any other defaults of Tenant(s). If Landlord uses any part of the Security Deposit, Tenant(s) shall restore the Security Deposit to its full amount within ten (10) days after Landlord's written request. Tenant(s)'s failure to do so shall be a material default under this Lease. No interest shall be paid on the Security Deposit. Landlord shall not be required to keep the Security Deposit separate from its other accounts and no trust relationship is created with respect to the Security Deposit.

(b) With respect to extensions of the Lease, beyond the initial Lease Term, each time the Base Rent is increased, Tenant(s) shall deposit additional funds with Landlord sufficient to increase the Security Deposit to an amount which bears the same relationship to the adjusted Base Rent as the initial Security Deposit bore to the initial Base Rent.

Section 3.04. Termination; Advance Payments. Upon termination of this Lease under Article Seven (Damage or Destruction), Article Eight (Condemnation) or any other termination not resulting from Tenant(s)'s default, and after Tenant(s) has vacated the Property in the manner required by this Lease, Landlord shall refund or credit to Tenant(s) (or Tenant(s)'s successor) the unused portion of the Security Deposit, any advance rent or other advance payments made by Tenant(s) to Landlord, and any amounts paid for real property taxes and other reserves which apply to any time periods after termination of the Lease.

ARTICLE FOUR: OTHER CHARGES PAYABLE BY TENANT(S)

Section 4.01. Additional Rent. All charges payable by Tenant(s) other than Base Rent are called "Additional Rent." Unless this Lease provides otherwise, Tenant(s) shall pay all Additional Rent then due with the next monthly installment of Base Rent. The term "rent" shall mean Base Rent and Additional Rent.

Section 4.02. Property Taxes.

(a) **Real Property Taxes.** Tenant(s) shall pay all real property taxes on the Property (including any fees, taxes or assessments against, or as a result of, any Tenant(s) improvements installed on the Property by or for the benefit of Tenant(s)) which are attributable to the Lease Term. Subject to Paragraph 4.02(c) and Section 4.08 below, such payment shall be made at least ten (10) days prior to the delinquency date of the taxes. Within such ten (10)-day period, Tenant(s) shall furnish Landlord with satisfactory evidence that the real property taxes have been paid. Landlord shall reimburse Tenant(s) for any real property taxes paid by Tenant(s) covering any period of time prior to or after the Lease Term. If Tenant(s) fails to pay the real property taxes when due, Landlord may pay the taxes and Tenant(s) shall reimburse Landlord for the amount of such tax payment as Additional Rent within thirty (30) days after Landlord's written request.

(b) **Definition of "Real Property Tax."** "Real property tax" means: (i) any fee, license fee, license tax, business license fee, commercial rental tax, levy, charge, assessment, penalty or tax imposed by any taxing authority against the Property; (ii) any tax on the Landlord's right to receive, or the receipt of, rent or income from the Property or against Landlord's business of leasing the Property; (iii) any tax or charge for fire protection, streets, sidewalks, road maintenance, refuse or other services provided to the Property by any governmental agency; (iv) any tax imposed upon this transaction or based upon a re-assessment of the Property due to a change of ownership, as defined by applicable law, or other transfer of all or part of Landlord's interest in the Property; and (v) any charge or fee replacing any tax previously included within the definition of real property tax. "Real property tax" does not, however, include Landlord's federal or state income, franchise, inheritance or estate taxes.

(c) **Joint Assessment.** If the Property is not separately assessed, Landlord shall reasonably determine Tenant(s)'s share of the real property tax payable by Tenant(s) under Paragraph 4.02(a) from the assessor's worksheets or other reasonably available information. Tenant(s) shall pay such share to Landlord within fifteen (15) days after receipt of Landlord's written statement.

(d) **Personal Property Taxes.**

(i) Tenant(s) shall pay all taxes charged against trade fixtures, furnishings, equipment or any other personal property belonging to Tenant(s). Tenant(s) shall try to have personal property taxed separately from the Property.

(ii) If any of Tenant(s)'s personal property is taxed with the Property, Tenant(s) shall pay Landlord the taxes for the personal property within fifteen (15) days after Tenant(s) receives a written statement from Landlord for such personal property taxes.

Section 4.03. Utilities. Tenant(s) shall be responsible for transferring, arranging for and paying directly to the appropriate supplier, the cost of all-natural gas, heat, light, power, sewer service, telephone, water, refuse disposal and other utilities and services supplied to the Property. All utilities must be switched into Tenant(s)'s name within three (3) months from the Commencement Date. Landlord reserves the right to charge \$100.00 as an administrative fee for each and every month that the utilities are not switched into Tenant(s)'s name. However, if any services or utilities are jointly metered with other

property, Landlord shall make a reasonable determination of Tenant(s)'s proportionate share of the cost of such utilities and services and Tenant(s) shall pay such share to Landlord within fifteen (15) days after receipt of Landlord's written statement.

Section 4.04. Insurance Policies.

(a) Liability Insurance. During the Lease Term, Tenant(s) shall maintain a policy of commercial general liability insurance (sometimes known as broad form comprehensive general liability insurance) insuring Tenant(s) against liability for bodily injury, property damage (including loss of use of property) and personal injury arising out of the operation, use or occupancy of the Property. Tenant(s) shall name Landlord and Landlord's property management company as additional insureds under such policy. The initial amount of such insurance shall be Two Million Dollars (\$2,000,000) per occurrence and shall be subject to periodic increase based upon inflation, increased liability awards, recommendation of Landlord's professional insurance advisers and other relevant factors. The liability insurance obtained by Tenant(s) under this Paragraph 4.04(a) shall (i) be primary and non-contributing; (ii) contain cross-liability endorsements; and (iii) insure Landlord against Tenant(s)'s performance under Section 5.05, if the matters giving rise to the indemnity under Section 5.05 result from the negligence of Tenant(s). Tenant(s) shall provide such insurance endorsements as required by Landlord to evidence the coverages as set forth in the Lease. The amount and coverage of such insurance shall not limit Tenant(s)'s liability nor relieve Tenant(s) of any other obligation under this Lease. Landlord may also obtain comprehensive public liability insurance in an amount and with coverage determined by Landlord insuring Landlord against liability arising out of ownership, operation, use or occupancy of the Property. The policy obtained by Landlord shall not be contributory and shall not provide primary insurance.

Landlord reserves the right to limit the deductible amount, if any, for bodily/personal injury and/or property damage liability to an amount not greater than \$10,000 per occurrence. Tenant(s) is fully responsible for payment of any deductible regardless of its amount.

(b) Property and Rental Income Insurance. During the Lease Term, Landlord shall maintain policies of insurance covering loss of or damage to the Property in the full amount of its replacement value. Such policy shall contain an Inflation Guard Endorsement and shall provide protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (all risk), sprinkler leakage and any other perils which Landlord deems reasonably necessary. Landlord shall have the right to obtain flood and earthquake insurance. Landlord shall not obtain insurance for Tenant(s)'s fixtures or equipment or building improvements installed by Tenant(s) on the Property. During the Lease Term, Landlord shall also maintain a rental income insurance policy, with loss payable to Landlord, in an amount equal to one year's Base Rent, plus estimated real property taxes and insurance premiums. Tenant(s) shall be liable for the payment of any deductible amount under Landlord's or Tenant(s)'s insurance policies maintained pursuant to this Section 4.04, in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00). Tenant(s) shall not do or permit anything to be done which invalidates any such insurance policies.

(c) Payment of Premiums. Subject to Section 4.08, Tenant(s) shall pay all premiums for the insurance policies described in Paragraphs 4.04(a) and (b) (whether obtained by Landlord or Tenant(s)) within fifteen (15) days after Tenant(s)'s receipt of a copy of the premium statement or other evidence of the amount due. For insurance policies maintained by Landlord which cover improvements on the entire Project, Tenant(s) shall pay Tenant(s)'s prorated share of the premiums, in accordance with the formula in Paragraph 4.05(e) for determining Tenant(s)'s share of Common Area costs. If insurance policies maintained by Landlord cover improvements on real property other than the Project, Landlord shall deliver to Tenant(s) a statement of the premium applicable to the Property showing in reasonable detail how Tenant(s)'s share of the premium was computed. If the Lease Term expires before the expiration of an insurance policy maintained by Landlord, Tenant(s) shall be liable for Tenant(s)'s prorated share of the insurance premiums. Before the Commencement Date, Tenant(s) shall deliver to Landlord a copy of any policy of insurance, which Tenant(s) is required to maintain under this Section 4.04. At least thirty (30) days prior to the expiration of any such policy, Tenant(s) shall deliver to Landlord a renewal of such policy. As an alternative to providing a policy of insurance, Tenant(s) shall have the right to provide Landlord a certificate of insurance, executed by an authorized officer of the insurance company, showing that the insurance which Tenant(s) is required to maintain under this Section 4.04 is in full force and effect and containing such other information which Landlord reasonably requires.

(d) General Insurance Provisions.

(i) Any insurance which Tenant(s) is required to maintain under this Lease shall include a provision which requires the insurance carrier to give Landlord not less than thirty (30) days' written notice prior to any cancellation or modification of such coverage.

(ii) If Tenant(s) fails to deliver any policy, certificate or renewal to Landlord required under this Lease within the prescribed time period or if any such policy is canceled or modified during the Lease Term without Landlord's consent, Landlord may obtain such insurance, in which case Tenant(s) shall reimburse Landlord for the cost of such insurance within fifteen (15) days after receipt of a statement that indicates the cost of such insurance.

(iii) Tenant(s) shall maintain all insurance required under this Lease with companies holding a "General Policy Rating" of A-12 or better, as set forth in the most current issue of "Best Key Rating Guide". Landlord and Tenant(s) acknowledge the insurance markets are rapidly

changing and that insurance in the form and amounts described in this Section 4.04 may not be available in the future. Tenant(s) acknowledges that the insurance described in this Section 4.04 is for the primary benefit of Landlord. If at any time during the Lease Term, Tenant(s) is unable to maintain the insurance required under the Lease, Tenant(s) shall nevertheless maintain insurance coverage which is customary and commercially reasonable in the insurance industry for Tenant(s)'s type of business, as that coverage may change from time to time. Landlord makes no representation as to the adequacy of such insurance to protect Landlord's or Tenant(s)'s interests. Therefore, Tenant(s) shall obtain any such additional property or liability insurance which Tenant(s) deems necessary to protect Landlord and Tenant(s).

(iv) Unless prohibited under any applicable insurance policies maintained, Landlord and Tenant(s) each hereby waive any and all rights of recovery against the other, or against the officers, employees, agents or representatives of the other, for loss of or damage to its property or the property of others under its control, to the extent that such loss or damage is covered by any insurance policy in force (whether or not described in this Lease) at the time of such loss or damage. Upon obtaining the required policies of insurance, Landlord and Tenant(s) shall give notice to the insurance carriers of this mutual waiver of subrogation.

Section 4.05. Common Areas; Use, Maintenance and Costs.

(a) **Common Areas.** As used in this Lease, "Common Areas" shall mean all areas within the Project which are available for the common use of Tenant(s) of the Project and which are not leased or held for the exclusive use of Tenant(s) or other Tenant(s)s, including, but not limited to, parking areas, driveways, sidewalks, loading areas, access roads, corridors, landscaping and planted areas. Landlord, from time to time, may change the size, location, nature and use of any of the Common Areas, convert Common Areas into leaseable areas, construct additional parking facilities (including parking structures) in the Common Areas, and increase or decrease Common Area land and/or facilities. Tenant(s) acknowledges that such activities may result in inconvenience to Tenant(s). Such activities and changes are permitted if they do not materially affect Tenant(s)'s use of the Property.

(b) **Use of Common Areas.** Tenant(s) shall have the nonexclusive right (in common with other Tenant(s)s and all others to whom Landlord has granted or may grant such rights) to use the Common Areas for the purposes intended, subject to such reasonable rules and regulations as Landlord may establish from time to time. Tenant(s) shall abide by such rules and regulations and shall use its best effort to cause others who use the Common Areas with Tenant(s)'s express or implied permission to abide by Landlord's rules and regulations. At any time, Landlord may close any Common Areas to perform any acts in the Common Areas as, in Landlord's judgment, are desirable to improve the Project. Tenant(s) shall not interfere with the rights of Landlord, other Tenant(s)s or any other person entitled to use the Common Areas.

(c) **Specific Provision re: Vehicle Parking.** Tenant(s) shall be entitled to use the number of vehicle parking spaces in the Project allocated to Tenant(s) in Section 1.11 of the Lease without paying any additional rent. Tenant(s)'s parking shall not be reserved and shall be limited to vehicles no larger than standard size automobiles or pickup utility vehicles. Tenant(s) shall not cause large trucks or other large vehicles to be parked within the Project or on the adjacent public streets. Temporary parking of large delivery vehicles in the Project may be permitted by the rules and regulations established by Landlord. Vehicles shall be parked only in striped parking spaces and not in driveways, loading areas or other locations not specifically designated for parking. Handicapped spaces shall only be used by those legally permitted to use them. If Tenant(s) parks more vehicles in the parking area than the number set forth in Section 1.11 of this Lease, such conduct shall be a material breach of this Lease. In addition to Landlord's other remedies under the Lease, Tenant(s) shall pay a daily charge determined by Landlord for each such additional vehicle.

(d) **Maintenance of Common Areas.** Landlord shall maintain the Common Areas in good order, condition and repair and shall operate the Project, in Landlord's sole discretion, as a first-class industrial/commercial real property development. Tenant(s) shall pay Tenant(s)'s pro rata share (as determined below) of all costs incurred by Landlord for the operation and maintenance of the Common Areas. Common Area costs include, but are not limited to, costs and expenses for the following: gardening and landscaping; utilities, water and sewage charges; maintenance of signs (other than Tenant(s)'s signs); premiums for liability, property damage, fire and other types of casualty insurance on the Common Areas and worker's compensation insurance; all property taxes and assessments levied on or attributable to the Common Areas and all Common Area improvements; all personal property taxes levied on or attributable to personal property used in connection with the Common Areas all costs and fees associated with appealing or protesting the property taxes on the Project; straight-line depreciation on personal property owned by Landlord which is consumed in the operation or maintenance of the Common Areas; rental or lease payments paid by Landlord for rented or leased personal property used in the operation or maintenance of the Common Areas; fees for required licenses and permits; repairing, resurfacing, repaving, maintaining, painting, lighting, cleaning, refuse removal, security and similar items; reserves for roof replacement and exterior painting and other appropriate reserves; and a reasonable allowance to Landlord for Landlord's supervision of the Common Areas (not to exceed five percent (5%) of the gross rents of the Project for the calendar year, provided that, at Landlord's option, the Project gross rents used for such calculation shall be proportionately adjusted to reflect a ninety-five percent (95%) stabilized occupancy). Landlord may cause any or all of such services to be provided by third parties and the cost of such services shall be

included in Common Area costs. Common Area costs shall not include depreciation of real property, which forms part of the Common Areas.

(e) Tenant(s)'s Share and Payment. Tenant(s) shall pay Tenant(s)'s annual pro rata share of all Common Area costs (prorated for any fractional month) upon written notice from Landlord that such costs are due and payable, and in any event prior to delinquency. Tenant(s)'s pro rata share shall be calculated by dividing the square foot area of the Property, as set forth in Section 1.04 of the Lease, by the aggregate square foot area of the Project, which is leased or held for lease by Tenant(s), as of the date on which the computation is made. Tenant(s)'s initial pro rata share is set out in Paragraph 1.12(b). Any changes in the Common Area costs and/or the aggregate area of the Project leased or held for lease during the Lease Term shall be effective on the first day of the month after such change occurs. Landlord may, at Landlord's election, estimate in advance and charge to Tenant(s) as Common Area costs, all real property taxes for which Tenant(s) is liable under Section 4.02 of the Lease, all insurance premiums for which Tenant(s) is liable under Section 4.04 of the Lease, all maintenance and repair costs for which Tenant(s) is liable under Sections 6.03(b) and 6.04 of the Lease, and all other Common Area costs payable by Tenant(s) hereunder. At Landlord's election, such statements of estimated Common Area costs shall be delivered monthly, quarterly or at any other periodic intervals to be designated by Landlord. Landlord may adjust such estimates at any time based upon Landlord's experience and reasonable anticipation of costs. Such adjustments shall be effective as of the next rent payment date after notice to Tenant(s). Within sixty (60) days after the end of each calendar year of the Lease Term, Landlord shall deliver to Tenant(s) a statement prepared in accordance with generally accepted accounting principles setting forth, in reasonable detail, the Common Area costs paid or incurred by Landlord during the preceding calendar year and Tenant(s)'s pro rata share. Upon receipt of such statement, there shall be an adjustment between Landlord and Tenant(s), with payment to or credit given by Landlord (as the case may be) so that Landlord shall receive the entire amount of Tenant(s)'s share of such costs and expenses for such period. Common Area costs shall also include roof repairs and maintenance, and any other service required to operate and maintain the Project in good order, condition and repair.

Section 4.06. Late Charges. Tenant(s)'s failure to pay rent promptly may cause Landlord to incur unanticipated costs. The exact amount of such costs is impractical or extremely difficult to ascertain. Such costs may include, but are not limited to, processing and accounting charges and late charges which may be imposed on Landlord by any ground lease, mortgage or trust deed encumbering the Property. Therefore, if Landlord does not receive any rent payment on or before the fifth (5th) calendar day of the month in which it becomes due, Tenant(s) shall pay Landlord a late charge equal to ten percent (10%) of the overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of such late payment.

Section 4.07. Interest on Past Due Obligations. Any amount owed by Tenant(s) to Landlord which is not paid when due shall bear interest at the rate of fifteen percent (15%) per annum from the due date of such amount. However, interest shall not be payable on late charges to be paid by Tenant(s) under this Lease. The payment of interest on such amounts shall not excuse or cure any default by Tenant(s) under this Lease. If the interest rate specified in this Lease is higher than the rate permitted by law, the interest rate is hereby decreased to the maximum legal interest rate permitted by law.

Section 4.08. Intentionally Omitted.

ARTICLE FIVE: USE OF PROPERTY

Section 5.01. Permitted Uses. Tenant(s) may use the Property only for the Permitted Uses set forth in Section 1.06 above.

Section 5.02. Manner of Use. Tenant(s) shall not cause or permit the Property to be used in any way which constitutes a violation of any law, ordinance, or governmental regulation or order, which annoys or interferes with the rights of Tenant(s) of the Project, or which constitutes a nuisance or waste. Tenant(s) is not permitted to use or occupy the Property (i) for a Controlled Substances Use or (ii) for the cultivation, growth, creation, production, manufacture, sale, distribution, storage, handling, possession, or other use of marijuana, cannabis, or radioactive isotopes. For purposes of this Section, "Controlled Substances Laws" means the Federal Controlled Substances Act (21 U.S.C. §§801 et seq.) or any other similar or related federal, state, or local law, ordinance, code rule, regulation, or order regulating Controlled Substances. Tenant(s) shall obtain and pay for all permits, including a Certificate of Occupancy, required for Tenant(s)'s occupancy of the Property and shall promptly take all actions necessary to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements regulating the use by Tenant(s) of the Property, including the Occupational Safety and Health Act.

Section 5.03. Hazardous Materials. As used in this Lease, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. Tenant(s) shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Property by

Tenant(s), its agents, employees, contractors, sub-lessees or invitees without the prior written consent of Landlord. Landlord shall be entitled to take into account such other factors or facts as Landlord may reasonably determine to be relevant in determining whether to grant or withhold consent to Tenant(s)'s proposed activity with respect to Hazardous Material. In no event, however, shall Landlord be required to consent to the installation or use of any storage tanks on the Property.

Section 5.04. Signs and Auctions. Tenant(s) shall not place any signs on the Property without Landlord's prior written consent. Tenant(s) shall not conduct or permit any auctions or sheriff's sales at the Property.

Section 5.05. Indemnity. Tenant(s) shall indemnify Landlord against and hold Landlord harmless from any and all losses, costs, demands, claims, judgments, expenses and other liabilities (including, but not limited to, defense costs, expenses and reasonable attorneys' fees) arising from: (a) Tenant(s)'s use of the Property; (b) the conduct of Tenant(s)'s business or anything else done or permitted by Tenant(s) to be done in or about the Property, including any contamination of the Property or any other property resulting from the presence or use of Hazardous Material caused or permitted by Tenant(s); (c) any breach or default in the performance of Tenant(s)'s obligations under this Lease; (d) any misrepresentation or breach of warranty by Tenant(s) under this Lease; or (e) other acts or omissions of Tenant(s). Tenant(s) shall defend Landlord against any such cost, claim or liability at Tenant(s)'s expense with counsel reasonably acceptable to Landlord or, at Landlord's election, Tenant(s) shall reimburse Landlord for any legal fees or costs incurred by Landlord in connection with any such claim. As a material part of the consideration to Landlord, Tenant(s) assumes all risk of damage to property or injury to persons in or about the Property arising from any cause, and Tenant(s) hereby waives all claims in respect thereof against Landlord, except for any claim arising out of Landlord's gross negligence or willful misconduct. As used in this Section, the term "Tenant(s)" shall include Tenant(s)'s officers, employees, agents, representatives, contractors and invitees, if applicable.

Section 5.06. Landlord's Access. Landlord or its agents may enter the Property at all reasonable times to show the Property to potential buyers, investors or Tenant(s) or other parties; to do any other act or to inspect and conduct tests in order to monitor Tenant(s)'s compliance with all applicable environmental laws and all laws governing the presence and use of Hazardous Material; or for any other purpose Landlord deems necessary. Landlord shall give Tenant(s) prior notice of such entry, except in the case of an emergency. Landlord may place customary "For Sale" or "For Lease" signs on the Property.

Section 5.07. Quiet Possession. If Tenant(s) pays the rent and complies with all other terms of this Lease, Tenant(s) may occupy and enjoy the Property for the full Lease Term, subject to the provisions of this Lease.

ARTICLE SIX: CONDITION OF PROPERTY; MAINTENANCE, REPAIRS & ALTERATIONS

Section 6.01. Existing Conditions. Tenant(s) accepts the Property in its condition as of the execution of the Lease, as shown on Exhibit "B" attached hereto subject to all recorded matters, laws, ordinances, and governmental regulations and orders. Except as provided herein, Tenant(s) acknowledges that neither Landlord nor any agent of Landlord has made any representation as to the condition of the Property or the suitability of the Property for Tenant(s)'s intended use. Tenant(s) represents and warrants that Tenant(s) has made its own inspection of and inquiry regarding the condition of the Property and is not relying on any representations of Landlord or any Broker with respect thereto. Without limiting the foregoing, Tenant(s) further acknowledges and agrees as follows: (i) Property is being leased in an "AS IS" condition with all faults, including any code violations, and (ii) Tenant(s) has made and is relying solely on its own investigation of operative or proposed governmental laws and regulations (including, but not limited to, zoning, environmental, and land use laws and regulations) to which the Property is or may be subject, and (iii) Tenant(s) shall rely solely upon its own investigation of the physical and environmental conditions of the Property, including subsurface conditions and Tenant(s) assumes the risk that adverse physical and environmental conditions may not be revealed by its own investigation. It shall be Tenant(s)'s responsibility at Tenant(s)'s sole cost and expense to remedy any and all problems whether known or unknown.

Section 6.02. Exemption of Landlord from Liability. Landlord shall not be liable for any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Tenant(s), Tenant(s)'s employees, invitees, customers or any other person in or about the Property, whether such damage or injury is caused by or results from: (a) fire, steam, electricity, water, gas or rain; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; (c) conditions arising in or about the Property or upon other portions of the Project, or from other sources or places; or (d) any act or omission of any other Tenant(s) of the Project. Landlord shall not be liable for any such damage or injury even though the cause of or the means of repairing such damage or injury are not accessible to Tenant(s). The provisions of this Section 6.02 shall not, however, exempt Landlord from liability for Landlord's gross negligence or willful misconduct.

Section 6.03. Landlord's Obligations.

(a) Except as provided in Article Seven (Damage or Destruction) and Article Eight (Condemnation), Landlord shall keep the following in good order, condition and repair: the foundations, exterior walls and roof of the Property (including painting the exterior surface of the exterior walls of the Property not more often than once every five (5) years, if necessary) and all components of electrical, mechanical, plumbing, heating and air conditioning systems and facilities located in the Property which are

concealed or used in common by Tenant(s) of the Project. However, Landlord shall not be obligated to maintain or repair windows, doors, plate glass or the interior surfaces of exterior walls. Landlord shall make repairs under this Section 6.03 within a reasonable time after receipt of written notice from Tenant(s) of the need for such repairs.

(b) Tenant(s) shall pay or reimburse Landlord for all costs Landlord incurs under Paragraph 6.03(a) above as Common Area costs as provided for in Section 4.05 of the Lease. Tenant(s) waives the benefit of any statute in effect now or in the future which might give Tenant(s) the right to make repairs at Landlord's expense or to terminate this Lease due to Landlord's failure to keep the Property in good order, condition and repair.

Section 6.04. Tenant(s)'s Obligations.

(a) Except as provided in Section 6.03, Article Seven (Damage or Destruction) and Article Eight (Condemnation), Tenant(s) shall keep all portions of the Property (including structural, nonstructural, interior, systems and equipment) in good order, condition and repair (including interior repainting and refinishing, as needed). If any portion of the Property or any system or equipment in the Property which Tenant(s) is obligated to repair cannot be fully repaired or restored, Tenant(s) shall promptly replace such portion of the Property or system or equipment in the Property, regardless of whether the benefit of such replacement extends beyond the Lease Term. Tenant(s) shall maintain a preventive maintenance contract providing for the regular inspection and maintenance of the heating and air conditioning system by a licensed heating and air conditioning contractor, unless Landlord maintains such equipment under Section 6.03 above or if the equipment is not used in common with other Tenant(s) of the Project, Landlord may, at Landlord's option, elect to maintain the heating, air conditioning and evaporative cooling systems (if any) and Tenant(s) shall pay or reimburse Landlord for all costs Landlord incurs for such maintenance or replacement. In the event an air conditioning or evaporative cooler unit fails and requires to be replaced and such replacement was not necessitated by any act or omission of Tenant(s), Landlord shall make such air conditioner or evaporative cooler replacement and the cost of the air conditioner or evaporative cooler unit replacement shall be amortized with interest at ten percent (10%) over ten (10) years and Tenant(s) shall pay each year during the Term of the Lease, as the Term may be extended, such portion of the amortized amount each year that falls within the Term of the Lease as extended. If any air conditioner or evaporative cooler unit replacement is necessitated by any act or omission of Tenant(s), Tenant(s) shall reimburse Landlord lump sum for one hundred percent (100%) of the cost of such air conditioner or evaporative cooler replacement. If any part of the Property or the Project is damaged by any act or omission of Tenant(s), Tenant(s) shall pay Landlord the cost of repairing or replacing such damaged property, whether or not Landlord would otherwise be obligated to pay the cost of maintaining or repairing such property. It is the intention of Landlord and Tenant(s) that at all times Tenant(s) shall maintain the portions of the Property which Tenant(s) is obligated to maintain in an attractive, first-class and fully operative condition.

(b) Tenant(s) shall fulfill all of Tenant(s)'s obligations under this Section 6.04 at Tenant(s)'s sole expense. If Tenant(s) fails to maintain, repair or replace the Property as required by this Section 6.04, Landlord may, upon ten (10) days' prior notice to Tenant(s) (except that no notice shall be required in the case of an emergency), enter the Property and perform such maintenance or repair (including replacement, as needed) on behalf of Tenant(s). In such case, Tenant(s) shall reimburse Landlord for all costs incurred in performing such maintenance or repair immediately upon demand.

Section 6.05. Alterations, Additions, and Improvements.

(a) Tenant(s) shall not make any alterations, additions, or improvements to the Property without Landlord's prior written consent, except for non-structural alterations which do not exceed Ten Thousand Dollars (\$10,000) in cost cumulatively over the Lease Term and which are not visible from the outside of any building of which the Property is part. Landlord may require Tenant(s) to provide demolition and/or lien and completion bonds in form and amount satisfactory to Landlord. Tenant(s) shall promptly remove any alterations, additions, or improvements constructed in violation of this Paragraph 6.05(a) upon Landlord's written request. All alterations, additions, and improvements shall be done in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a licensed contractor approved by Landlord. Upon completion of any such work, Tenant(s) shall provide Landlord with "as built" plans, copies of all construction contracts, and proof of payment for all labor and materials.

(b) Tenant(s) shall pay when due all claims for labor and material furnished to the Property. Tenant(s) shall give Landlord at least twenty (20) days' prior written notice of the commencement of any work on the Property, regardless of whether Landlord's consent to such work is required. Landlord may elect to record and post notices of non-responsibility on the Property.

Section 6.06. Condition upon Termination. Upon the termination of the Lease, Tenant(s) shall surrender the Property to Landlord, broom clean and in the same condition as received except for ordinary wear and tear which Tenant(s) was not otherwise obligated to remedy under any provision of this Lease and shall deliver all keys to Landlord. However, Tenant(s) shall not be obligated to repair any damage, which Landlord is required to repair under Article Seven (Damage or Destruction). In addition, Landlord may require Tenant(s) to remove any alterations, additions or improvements (whether or not made with Landlord's consent) prior to the expiration of the Lease and to restore the Property to its prior condition, all at Tenant(s)'s expense. All alterations, additions and improvements which Landlord has not required Tenant(s) to remove shall become Landlord's property and shall be surrendered to Landlord upon the expiration or earlier termination of the Lease, except that Tenant(s) may remove any of Tenant(s)'s machinery or equipment which can be removed without material damage to the Property. Tenant(s) shall

repair, at Tenant(s)'s expense, any damage to the Property caused by the removal of any such machinery or equipment. In no event, however, shall Tenant(s) remove any of the following materials or equipment (which shall be deemed Landlord's property) without Landlord's prior written consent: any power wiring or power panels; lighting or lighting fixtures; wall coverings; drapes, blinds or other window coverings; carpets or other floor coverings; heaters, air conditioners or any other heating or air conditioning equipment; fencing or security gates; or other similar building operating equipment and decorations.

ARTICLE SEVEN: DAMAGE OR DESTRUCTION

Section 7.01. Partial Damage to Property.

(a) Tenant(s) shall notify Landlord in writing immediately upon the occurrence of any damage to the Property. If the Property is only partially damaged (i.e., less than fifty percent (50%) of the Property is untenantable as a result of such damage or less than fifty percent (50%) of Tenant(s)'s operations are materially impaired) and if the proceeds received by Landlord from the insurance policies described in Paragraph 4.04(b) are sufficient to pay for the necessary repairs, this Lease shall remain in effect and Landlord shall repair the damage as soon as reasonably possible. Landlord may elect (but is not required) to repair any damage to Tenant(s)'s fixtures, equipment, or improvements.

(b) If the insurance proceeds received by Landlord are not sufficient to pay the entire cost of repair, or if the cause of the damage is not covered by the insurance policies which Landlord maintains under Paragraph 4.04(b), Landlord may elect either to (i) repair the damage as soon as reasonably possible, in which case this Lease shall remain in full force and effect, or (ii) terminate this Lease as of the date the damage occurred. Landlord shall notify Tenant(s) within thirty (30) days after receipt of notice of the occurrence of the damage whether Landlord elects to repair the damage or terminate the Lease. If Landlord elects to repair the damage, Tenant(s) shall pay Landlord the "deductible amount" (if any) under Landlord's insurance policies and, if the damage was due to an act or omission of Tenant(s), or Tenant(s)'s employees, agents, contractors or invitees, the difference between the actual cost of repair and any insurance proceeds received by Landlord. If Landlord elects to terminate the Lease, Tenant(s) may elect to continue this Lease in full force and effect, in which case Tenant(s) shall repair any damage to the Property and any building in which the Property is located. Tenant(s) shall pay the cost of such repairs, except that upon satisfactory completion of such repairs, Landlord shall deliver to Tenant(s) any insurance proceeds received by Landlord for the damage repaired by Tenant(s). Tenant(s) shall give Landlord written notice of such election within ten (10) days after receiving Landlord's termination notice.

(c) If the damage to the Property occurs during the last six (6) months of the Lease Term and such damage will require more than thirty (30) days to repair, either Landlord or Tenant(s) may elect to terminate this Lease as of the date the damage occurred, regardless of the sufficiency of any insurance proceeds. The party electing to terminate this Lease shall give written notification to the other party of such election within thirty (30) days after Tenant(s)'s notice to Landlord of the occurrence of the damage.

Section 7.02. Substantial or Total Destruction. If the Property is substantially or totally destroyed by any cause whatsoever (i.e., the damage to the Property is greater than partial damage as described in Section 7.01), and regardless of whether Landlord receives any insurance proceeds, this Lease shall terminate as of the date the destruction occurred. Notwithstanding the preceding sentence, if the Property can be rebuilt within six (6) months after the date of destruction, Landlord may elect to rebuild the Property at Landlord's own expense, in which case this Lease shall remain in full force and effect. Landlord shall notify Tenant(s) of such election within thirty (30) days after Tenant(s)'s notice of the occurrence of total or substantial destruction. If Landlord so elects, Landlord shall rebuild the Property at Landlord's sole expense, except that if the destruction was caused by an act or omission of Tenant(s), Tenant(s) shall pay Landlord the difference between the actual cost of rebuilding and any insurance proceeds received by Landlord.

Section 7.03. Temporary Reduction of Rent. If the Property is destroyed or damaged and Landlord or Tenant(s) repairs or restores the Property pursuant to the provisions of this Article Seven, any rent payable during the period of such damage, repair and/or restoration shall be reduced according to the degree, if any, to which Tenant(s)'s use of the Property is impaired. However, the reduction shall not exceed the sum of one year's payment of Base Rent, insurance premiums and real property taxes. Except for such possible reduction in Base Rent, insurance premiums and real property taxes, Tenant(s) shall not be entitled to any compensation, reduction, or reimbursement from Landlord as a result of any damage, destruction, repair, or restoration of or to the Property.

Section 7.04. Waiver. Tenant(s) waives the protection of any statute, code or judicial decision, which grants a Tenant(s) the right to terminate a lease in the event of the substantial or total destruction of the leased property. Tenant(s) agrees that the provisions of Section 7.02 above shall govern the rights and obligations of Landlord and Tenant(s) in the event of any substantial or total destruction to the Property.

ARTICLE EIGHT: CONDEMNATION

If all or any portion of the Property is taken under the power of eminent domain or sold under the threat of that power (all of which are called "Condemnation"), this Lease shall terminate as to the part taken or sold on the date the condemning authority takes title or possession, whichever occurs first. If more than twenty percent (20%) of the floor area of the building in which the Property is located, or which is located on the Property, is taken, either Landlord or Tenant(s) may terminate this Lease as of the date the

condemning authority takes title or possession, by delivering written notice to the other within ten (10) days after receipt of written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority takes title or possession). If neither Landlord nor Tenant(s) terminates this Lease, this Lease shall remain in effect as to the portion of the Property not taken, except that the Base Rent and Additional Rent shall be reduced in proportion to the reduction in the floor area of the Property. Any Condemnation award or payment shall be distributed in the following order: (a) first, to any ground lessor, mortgagee or beneficiary under a deed of trust encumbering the Property, the amount of its interest in the Property; (b) second, to Tenant(s), only the amount of any award specifically designated for loss of or damage to Tenant(s)'s trade fixtures or removable personal property; and (c) third, to Landlord, the remainder of such award, whether as compensation for reduction in the value of the leasehold, the taking of the fee, or otherwise. If this Lease is not terminated, Landlord shall repair any damage to the Property caused by the Condemnation, except that Landlord shall not be obligated to repair any damage for which Tenant(s) has been reimbursed by the condemning authority. If the severance damages received by Landlord are not sufficient to pay for such repair, Landlord shall have the right to either terminate this Lease or make such repair at Landlord's expense.

ARTICLE NINE: ASSIGNMENT AND SUBLETTING

Section 9.01. Landlord's Consent Required. No portion of the Property or of Tenant(s)'s interest in this Lease may be acquired by any other person or entity, whether by sale, assignment, mortgage, sublease, transfer, operation of law, or act of Tenant(s), without Landlord's prior written consent, except as provided in Section 9.02 below. Landlord has the right to grant or withhold its consent as provided in Section 9.04 below. Any attempted transfer without consent shall be void and shall constitute a non-curable breach of this Lease. If Tenant(s) is a partnership, any cumulative transfer of more than twenty percent (20%) of the partnership interests shall require Landlord's consent. If Tenant(s) is a corporation, any change in the ownership of a controlling interest of the voting stock of the corporation shall require Landlord's consent.

Section 9.02. Tenant(s) Affiliate. Tenant(s) may assign this Lease or sublease the Property, without Landlord's consent, to any corporation, which controls, is controlled by or is under common control with Tenant(s), or to any corporation resulting from the merger of or consolidation with Tenant(s) ("Tenant(s)'s Affiliate"). In such case, any Tenant(s)'s Affiliate shall assume in writing all of Tenant(s)'s obligations under this Lease and provide Landlord with a signed copy of such assignment and assumption agreement, which shall be acceptable to Landlord in its reasonable opinion.

Section 9.03. No Release of Tenant(s). No transfer permitted by this Article Nine, whether with or without Landlord's consent, shall release Tenant(s) or change Tenant(s)'s primary liability to pay the rent and to perform all other obligations of Tenant(s) under this Lease. Landlord's acceptance of rent from any other person is not a waiver of any provision of this Article Nine. Consent to one transfer is not a consent to any subsequent transfer. If Tenant(s)'s transferee defaults under this Lease, Landlord may proceed directly against Tenant(s) without pursuing remedies against the transferee. Landlord may consent to subsequent assignments or modifications of this Lease by Tenant(s)'s transferee, without notifying Tenant(s) or obtaining its consent. Such action shall not relieve Tenant(s)'s liability under this Lease. Notwithstanding the foregoing, in the event this Lease is transferred and subsequently terminated by reason of (i) the default of the any transferee, pursuant to the provisions thereof or (ii) the disaffirmance or rejection of this Lease in any bankruptcy or insolvency proceedings, Tenant(s) shall, upon request from Landlord: (a) pay to Landlord all rent, additional rent and other charges due and owing to Landlord under the Lease to and including the date of such termination, disaffirmance or rejection; and (b) enter, as "Tenant(s)", into a new lease (the "New Lease") with Landlord, for the Property for a term commencing on the effective date of such termination, disaffirmance or rejection, and ending on the natural expiration date of the Lease at the same rent, additional rent and upon the same executory terms, covenants and conditions as are contained in the Lease, except that: (c) Tenant(s)'s rights under the New Lease shall be subject to the possessory rights (if any) of the transferee under the Lease and the possessory rights (if any) of any person, firm or corporation claiming by, through or under the transferee or by virtue of any statute or of any order of any court; and (d) such New Lease with Tenant(s) shall require that all defaults existing under the Lease be cured by Tenant(s) within thirty (30) days of the commencement date of the New Lease (as specified above). In the event Tenant(s) shall default in its obligation to enter into such New Lease and such default shall continue for a period of 10 (ten) days following Landlord's written request therefore, then Landlord shall have all rights, claims and remedies by reason of such default, either at law or/in equity against Tenant(s), and in addition, all rights, claims and remedies against Tenant(s) as if Tenant(s) had entered into said New Lease and defaulted thereunder.

Section 9.04. Landlord's Consent.

(a) Tenant(s)'s request for consent to any transfer described in Section 9.01 shall set forth in writing the details of the proposed transfer, including the name, business and financial condition of the prospective transferee, financial details of the proposed transfer (e.g., the term of and the rent and security deposit payable under any proposed assignment or sublease), and any other information Landlord deems relevant. Landlord shall have the right to withhold consent, if reasonable, or to grant consent, based on the following factors: (i) the business of the proposed assignee or subtenant and the proposed use of the Property; (ii) the net worth and financial reputation of the proposed assignee or subtenant; (iii) Tenant(s)'s compliance with all of its obligations under the Lease; and (iv) such other factors as Landlord may reasonably deem relevant. If Landlord objects to a proposed assignment solely because of the net worth

and/or financial reputation of the proposed assignee, Tenant(s) may nonetheless sublease (but not assign), all or a portion of the Property to the proposed transferee, but only on the other terms of the proposed transfer.

(b) If Tenant(s) assigns or subleases, the following shall apply:

(i) Tenant(s) shall pay to Landlord as Additional Rent under the Lease the Landlord's Share (stated in Section 1.13) of the Profit (defined below) on such transaction as and when received by Tenant(s), unless Landlord gives written notice to Tenant(s) and the assignee or subtenant that Landlord's Share shall be paid by the assignee or subtenant to Landlord directly. The "Profit" means (A) all amounts paid to Tenant(s) for such assignment or sublease, including "key" money, monthly rent in excess of the monthly rent payable under the Lease, and all fees and other consideration paid for the assignment or sublease, including fees under any collateral agreements, less (B) costs and expenses directly incurred by Tenant(s) in connection with the execution and performance of such assignment or sublease for real estate broker's commissions and costs of renovation or construction of Tenant(s) improvements required under such assignment or sublease. Tenant(s) is entitled to recover such costs and expenses before Tenant(s) is obligated to pay the Landlord's Share to Landlord. The Profit in the case of a sublease of less than all the Property is the rent allocable to the subleased space as a percentage on a square footage basis.

(ii) Tenant(s) shall provide Landlord a written statement certifying all amounts to be paid from any assignment or sublease of the Property within thirty (30) days after the transaction documentation is signed, and Landlord may inspect Tenant(s)'s books and records to verify the accuracy of such statement. On written request, Tenant(s) shall promptly furnish to Landlord copies of all the transaction documentation, all of which shall be certified by Tenant(s) to be complete, true and correct. Landlord's receipt of Landlord's Share shall not be a consent to any further assignment or subletting. The breach of Tenant(s)'s obligation under this Paragraph 9.04(b) shall be a material default of the Lease.

Section 9.05. No Merger. No merger shall result from Tenant(s)'s sublease of the Property under this Article Nine, Tenant(s)'s surrender of this Lease or the termination of this Lease in any other manner. In any such event, Landlord may terminate any or all sub-tenancies or succeed to the interest of Tenant(s) as sub-landlord under any or all sub-tenancies.

ARTICLE TEN: DEFAULTS; REMEDIES

Section 10.01. Covenants and Conditions. Tenant(s)'s performance of each of Tenant(s)'s obligations under this Lease is a condition as well as a covenant. Tenant(s)'s right to continue in possession of the Property is conditioned upon such performance. Time is of the essence in the performance of all covenants and conditions.

Section 10.02. Defaults. Tenant(s) shall be in material default under this Lease:

(a) If Tenant(s) abandons the Property without making adequate provision for the maintenance and security thereof;

(b) If Tenant(s) fails to pay rent or any other charge when due;

(c) If Tenant(s) fails to provide liability insurance pursuant to Paragraph 4.04(a) of the Lease for a period of five (5) business days after written notice from Landlord;

(d) If Tenant(s) fails to perform any of Tenant(s)'s non-monetary obligations under this Lease for a period of thirty (30) days after written notice from Landlord; provided that if more than thirty (30) days are required to complete such performance, Tenant(s) shall not be in default if Tenant(s) commences such performance within the thirty (30)-day period and thereafter diligently pursues its completion. However, Landlord shall not be required to give such notice if Tenant(s)'s failure to perform constitutes a non-curable breach of this Lease. The notice required by this Paragraph is intended to satisfy any and all notice requirements imposed by law on Landlord and is not in addition to any such requirement.

(e) (i) If Tenant(s) makes a general assignment or general arrangement for the benefit of creditors; (ii) if a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against Tenant(s) and is not dismissed within thirty (30) days; (iii) if a trustee or receiver is appointed to take possession of substantially all of Tenant(s)'s assets located at the Property or of Tenant(s)'s interest in this Lease and possession is not restored to Tenant(s) within thirty (30) days; or (iv) if substantially all of Tenant(s)'s assets located at the Property or of Tenant(s)'s interest in this Lease is subjected to attachment, execution or other judicial seizure which is not discharged within thirty (30) days. If a court of competent jurisdiction determines that any of the acts described in this subparagraph (e) is not a default under this Lease, and a trustee is appointed to take possession (or if Tenant(s) remains a debtor in possession) and such trustee or Tenant(s) transfers Tenant(s)'s interest hereunder, then Landlord shall receive, as Additional Rent, the excess, if any, of the rent (or any other consideration) paid in connection with such assignment or sublease over the rent payable by Tenant(s) under this Lease.

(f) If any guarantor of the Lease revokes or otherwise terminates, or purports to revoke or otherwise terminate, any guaranty of all or any portion of Tenant(s)'s obligations under the Lease. Unless otherwise expressly provided, no guaranty of the Lease is revocable.

Section 10.03. Remedies. On the occurrence of any material default by Tenant(s), Landlord may, at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy, which Landlord may have:

(a) Terminate Tenant(s)'s right to possession of the Property by any lawful means, in which case this Lease shall terminate, and Tenant(s) shall immediately surrender possession of the Property to Landlord. In such event, Landlord shall be entitled to recover from Tenant(s) all damages incurred by Landlord by reason of Tenant(s)'s default, including (i) the worth at the time of the award of the unpaid Base Rent, Additional Rent and other charges which Landlord had earned at the time of the termination; (ii) the worth at the time of the award of the amount by which the unpaid Base Rent, Additional Rent and other charges which Landlord would have earned after termination until the time of the award exceeds the amount of such rental loss that Tenant(s) proves Landlord could have reasonably avoided; (iii) the worth at the time of the award of the amount by which the unpaid Base Rent, Additional Rent and other charges which Tenant(s) would have paid for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant(s) proves Landlord could have reasonably avoided; and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant(s)'s failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses Landlord incurs in maintaining or preserving the Property after such default, the cost of recovering possession of the Property, expenses of reletting, including necessary renovation or alteration of the Property, Landlord's reasonable attorneys' fees incurred in connection therewith, and any real estate commission paid or payable. As used in subparts (i) and (ii) above, the "worth at the time of the award" is computed by allowing interest on unpaid amounts at the rate of fifteen percent (15%) per annum, or such lesser amount as may then be the maximum lawful rate. As used in subpart (iii) above, the "worth at the time of the award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%). If Tenant(s) has abandoned the Property, Landlord shall have the option of (i) retaking possession of the Property and recovering from Tenant(s) the amount specified in this Paragraph 10.03(a), or (ii) proceeding under Paragraph 10.03(b);

(b) Maintain Tenant(s)'s right to possession, in which case this Lease shall continue in effect whether or not Tenant(s) has abandoned the Property. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due;

(c) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state in which the Property is located.

Section 10.04. Repayment of "Free" Rent. If this Lease provides for a postponement of any monthly rental payments, a period of "free" rent or other rent concession, such postponed rent or "free" rent is called the "Abated Rent". Tenant(s) shall be credited with having paid all of the Abated Rent on the expiration of the Lease Term only if Tenant(s) has fully, faithfully, and punctually performed all of Tenant(s)'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(s) acknowledges that its right to receive credit for the Abated Rent is absolutely conditioned upon Tenant(s)'s full, faithful and punctual performance of its obligations under this Lease. If Tenant(s) defaults and does not cure within any applicable grace period, the Abated Rent shall immediately become due and payable in full, and this Lease shall be enforced as if there were no such rent abatement or other rent concession. In such case Abated Rent shall be calculated based on the full initial rent payable under this Lease.

Section 10.05. Cumulative Remedies. Landlord's exercise of any right or remedy shall not prevent it from exercising any other right or remedy.

ARTICLE ELEVEN: PROTECTION OF LENDERS

Section 11.01. Subordination. Landlord shall have the right to subordinate this Lease to any ground lease, deed of trust or mortgage encumbering the Property, any advances made on the security thereof and any renewals, modifications, consolidations, replacements or extensions thereof, whenever made or recorded. Tenant(s) shall cooperate with Landlord and any lender, which is acquiring a security interest in the Property or the Lease. Tenant(s) shall execute such further documents and assurances as such lender may require, provided that Tenant(s)'s obligations under this Lease shall not be increased in any material way (the performance of ministerial acts shall not be deemed material), and Tenant(s) shall not be deprived of its rights under this Lease. Tenant(s)'s right to quiet possession of the Property during the Lease Term shall not be disturbed if Tenant(s) pays the rent and performs all of Tenant(s)'s obligations under this Lease and is not otherwise in default. If any ground lessor, beneficiary or mortgagee elects to have this Lease prior to the lien of its ground lease, deed of trust or mortgage and gives written notice thereof to Tenant(s), this Lease shall be deemed prior to such ground lease, deed of trust or mortgage whether this Lease is dated prior or subsequent to the date of said ground lease, deed of trust or mortgage or the date of recording thereof.

Section 11.02. Attornment. If Landlord's interest in the Property is acquired by any ground lessor, beneficiary under a deed of trust, mortgagee, or purchaser at a foreclosure sale, Tenant(s) shall attorn to the transferee of or successor to Landlord's interest in the Property and recognize such transferee or successor as Landlord under this Lease. Tenant(s) waives the protection of any statute or rule of law, which gives or purports to give Tenant(s) any right to terminate this Lease or surrender possession of the Property upon the transfer of Landlord's interest.

Section 11.03. Signing of Documents. Tenant(s) shall sign and deliver any instrument or documents necessary or appropriate to evidence any such attornment or subordination or agreement to do so. If Tenant(s) fails to do so within ten (10) days after written request, Tenant(s) hereby makes, constitutes and irrevocably appoints Landlord, or any transferee or successor of Landlord, the attorney-in-fact of Tenant(s) to execute and deliver any such instrument or document.

Section 11.04. Estoppel Certificates.

(a) Upon Landlord's written request, Tenant(s) shall execute, acknowledge and deliver to Landlord a written statement certifying: (i) that none of the terms or provisions of this Lease have been changed (or if they have been changed, stating how they have been changed); (ii) that this Lease has not been canceled or terminated; (iii) the last date of payment of the Base Rent and other charges and the time period covered by such payment; (iv) that Landlord is not in default under this Lease (or, if Landlord is claimed to be in default, stating why); and (v) such other representations or information with respect to Tenant(s) or the Lease as Landlord may reasonably request or which any prospective purchaser or encumbrancer of the Property may require. Tenant(s) shall deliver such statement to Landlord within ten (10) days after Landlord's request. Landlord may give any such statement by Tenant(s) to any prospective purchaser or encumbrancer of the Property. Such purchaser or encumbrancer may rely conclusively upon such statement as true and correct.

(b) If Tenant(s) does not deliver such statement to Landlord within such ten (10)-day period, Landlord, and any prospective purchaser or encumbrancer, may conclusively presume and rely upon the following facts: (i) that the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord; (ii) that this Lease has not been canceled or terminated except as otherwise represented by Landlord; (iii) that not more than one month's Base Rent or other charges have been paid in advance; and (iv) that Landlord is not in default under the Lease. In such event, Tenant(s) shall be estopped from denying the truth of such facts.

Section 11.05. Tenant(s)'s Financial Condition. Within ten (10) days after written request from Landlord, Tenant(s) shall deliver to Landlord such financial statements as Landlord reasonably requires to verify the net worth of Tenant(s) or any assignee, subtenant, or guarantor(s) of Tenant(s). In addition, Tenant(s) shall deliver to any lender designated by Landlord any financial statements required by such lender to facilitate the financing or refinancing of the Property. Tenant(s) represents and warrants to Landlord that each such financial statement is a true and accurate statement as of the date of such statement. All financial statements shall be confidential and shall be used only for the purposes set forth in this Lease.

ARTICLE TWELVE: LEGAL COSTS

Section 12.01. Legal Proceedings. If Tenant(s) or Landlord shall be in breach or default under this Lease, such party (the "Defaulting Party") shall reimburse the other party (the "Non defaulting Party") upon demand for any costs or expenses that the Non defaulting Party incurs in connection with any breach or default of the Defaulting Party under this Lease, whether or not suit is commenced, or judgment entered. Such costs shall include legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. Furthermore, if any action for breach of or to enforce the provisions of this Lease is commenced, the court in such action shall award to the party in whose favor a judgment is entered, a reasonable sum as attorneys' fees and costs. The losing party in such action shall pay such attorneys' fees and costs. Tenant(s) shall also indemnify Landlord against and hold Landlord harmless from all costs, expenses, demands and liability Landlord may incur if Landlord becomes or is made a party to any claim or action (a) instituted by Tenant(s) against any third party, or by any third party against Tenant(s), or by or against any person holding any interest under or using the Property by license of or agreement with Tenant(s); (b) for foreclosure of any lien for labor or material furnished to or for Tenant(s) or such other person; (c) otherwise arising out of or resulting from any act or transaction of Tenant(s) or such other person; or (d) necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding, or other proceeding under Title 11 of the United States Code, as amended. Tenant(s) shall defend Landlord against any such claim or action at Tenant(s)'s expense with counsel reasonably acceptable to Landlord or, at Landlord's election, Tenant(s) shall reimburse Landlord for any legal fees or costs Landlord incurs in any such claim or action.

Section 12.02. Landlord's Consent. Tenant(s) shall pay Landlord's reasonable attorneys' fees incurred in connection with Tenant(s)'s request for Landlord's consent under Article Nine (Assignment and Subletting), or in connection with any other act which Tenant(s) proposes to do and which requires Landlord's consent.

Section 12.03. Venue. Tenant(s) acknowledges and agrees that this Lease shall be construed and enforced in accordance with the law of the State of Nevada. Tenant(s) consents and submits to the jurisdiction of the state court located in Clark County, Nevada. The parties hereby waive any of their rights to connection with any dispute arising hereunder, and hereby waive, any defenses based upon venue, inconvenience of forum or lack of personal jurisdiction in any action or suit brought in accordance with the foregoing.

ARTICLE THIRTEEN: MISCELLANEOUS PROVISIONS

Section 13.01. Non-Discrimination. Tenant(s) promises, and it is a condition to the continuance of this Lease, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, sex, creed, national origin or ancestry in the leasing, subleasing, transferring, occupancy, tenure or use of the Property or any portion thereof.

Section 13.02. Landlord's Liability; Certain Duties.

(a) As used in this Lease, the term "Landlord" means only the current owner or owners of the fee title to the Property or Project or the leasehold estate under a ground lease of the Property or Project at the time in question. Each Landlord is obligated to perform the obligations of Landlord under this Lease only during the time such Landlord owns such interest or title. Any Landlord who transfers its title or interest is relieved of all liability with respect to the obligations of Landlord under this Lease to be performed on or after the date of transfer. However, each Landlord shall deliver to its transferee all funds that Tenant(s) previously paid if such funds have not yet been applied under the terms of this Lease.

(b) Tenant(s) shall give written notice of any failure by Landlord to perform any of its obligations under this Lease to Landlord and to any ground lessor, mortgagee or beneficiary under any deed of trust encumbering the Property whose name and address have been furnished to Tenant(s) in writing. Landlord shall not be in default under this Lease unless Landlord (or such ground lessor, mortgagee or beneficiary) fails to cure such non-performance within thirty (30) days after receipt of Tenant(s)'s notice. However, if such non-performance reasonably requires more than thirty (30) days to cure, Landlord shall not be in default if such cure is commenced within such thirty (30)-day period and thereafter diligently pursued to completion.

(c) Notwithstanding any term or provision herein to the contrary, the liability of Landlord for the performance of its duties and obligations under this Lease is limited to Landlord's interest in the Property and the Project, and neither the Landlord nor its partners, shareholders, officers or other principals shall have any personal liability under this Lease.

Section 13.03. Severability. A determination by a court of competent jurisdiction that any provision of this Lease or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision or this Lease, which shall remain in full force and effect.

Section 13.04. Interpretation. The captions of the Articles or Sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant(s), the term "Tenant(s)" shall include Tenant(s)'s agents' employees, contractors, invitees, successors or others using the Property with Tenant(s)'s expressed or implied permission.

Section 13.05. Incorporation of Prior Agreements; Modifications. This Lease is the only agreement between the parties pertaining to the lease of the Property and no other agreements are effective. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendment shall be void.

Section 13.06. Notices. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid, or delivered by reputable overnight courier. Notices to Tenant(s) shall be delivered to the address specified in Section 1.03 above. Notices to Landlord shall be delivered to the address specified in Section 1.02 above. All notices shall be effective upon delivery, or attempted delivery if the proper notice address is not valid, or if delivery is refused. Either party may change its notice address upon written notice to the other party.

Section 13.07. Waivers. All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant(s) or in a letter accompanying a payment check shall be binding on Landlord. Landlord may, with or without notice to Tenant(s), negotiate such check without being bound to the conditions of such statement.

Section 13.08. No Recordation. Tenant(s) shall not record this Lease without prior written consent from Landlord.

Section 13.09. Binding Effect; Choice of Law. This Lease binds any party who legally acquires any rights or interest in this Lease from Landlord or Tenant(s). However, Landlord shall have no obligation to Tenant(s)'s successor unless the rights of interests of Tenant(s)'s successor are acquired in accordance with the terms of this Lease. The laws of the state in which the Property is located shall govern this Lease.

Section 13.10. Corporate Authority; Partnership Authority. If Tenant(s) is a corporation, each person signing this Lease on behalf of Tenant(s) represents and warrants that he has full authority to do so and that this Lease binds the corporation. Within thirty (30) days after this Lease is signed, Tenant(s) shall deliver to Landlord a certified copy of a resolution of Tenant(s)'s Board of Directors authorizing the execution of this Lease or other evidence of such authority reasonably acceptable to Landlord. If Tenant(s) is a partnership, each person or entity signing this Lease for Tenant(s) represents and warrants that he or it is a general partner of the partnership, that he or it has full authority to sign for the partnership and that this

Lease binds the partnership and all general partners of the partnership. Tenant(s) shall give written notice to Landlord of any general partner's withdrawal or addition. Within thirty (30) days after this Lease is signed, Tenant(s) shall deliver to Landlord a copy of Tenant(s)'s recorded statement of partnership or certificate of limited partnership.

Section 13.11. Joint and Several Liability. All parties signing this Lease as Tenant(s) shall be jointly and severally liable for all obligations of Tenant(s).

Section 13.12. Force Majeure. If Landlord cannot perform any of its obligations due to events beyond Landlord's control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond Landlord's control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, shortages of labor or material, government regulation or restriction and weather conditions.

Section 13.13. Execution of Lease. This Lease may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. Landlord's delivery of this Lease to Tenant(s) shall not be deemed to be an offer to lease and shall not be binding upon either party until executed and delivered by both parties.

Section 13.14. Survival. All representations and warranties of Landlord and Tenant(s) shall survive the termination of this Lease.

Section 13.15. Venue. Tenant(s) acknowledges and agrees that this Lease shall be construed and enforced in accordance with the law of the State of Nevada. Tenant(s) consents and submits to the jurisdiction of the state court located in Clark County, Nevada. The parties hereby waive any of their rights to remove any court action to Federal court. Tenant(s) acknowledges and agrees that Tenant(s) shall not raise in connection with any dispute arising hereunder, and hereby waive any defenses based upon venue, inconvenience of forum or lack of personal jurisdiction in any action or suite brought in accordance with the foregoing.

Section 13.16 Waiver of Right to Jury Trial: Tenant(s) waives their respective right to a trial by jury of any contract or tort claim, counterclaim, cross-complaint or cause of action in any action, proceeding or hearing brought by either Landlord or Tenant(s), with respect to the relationship of Landlord and Tenant(s), or Tenant(s)'s use or occupancy of the Property, including any claim of injury or damage, or the enforcement of any remedy under any current or future law, statute, regulation, code or ordinance.

ARTICLE FOURTEEN: BROKERS

Section 14.01. Broker's Fee. When this Lease is signed by and delivered to both Landlord and Tenant(s), Landlord shall pay a real estate commission to Landlord's Broker named in Section 1.08 above, if any, as provided in the written agreement between Landlord and Landlord's Broker, or the sum stated in Section 1.09 above for services rendered to Landlord by Landlord's Broker in this transaction. "Such commission shall be the amount set forth in Landlord's Broker's commission schedule in effect as of the execution of this Lease. If a Tenant(s)'s Broker is named in Section 1.08 above, Landlord's Broker shall pay an appropriate portion of its commission to Tenant(s)'s Broker if so provided in any agreement between Landlord's Broker and Tenant(s)'s Broker. Nothing contained in this Lease shall impose any obligation on Landlord to pay a commission or fee to any party other than Landlord's Broker

Section 14.02. Intentionally Omitted.

Section 14.03. Agency Disclosure; No Other Brokers. Landlord and Tenant(s) each warrant that they have dealt with no other real estate broker(s) in connection with this transaction except:

Landlord's Broker: None

Tenant(s)'s Broker: None

In the event that N/A represents both Landlord and Tenant(s), Landlord and Tenant(s) hereby confirm that they were timely advised of the dual representation and that they consent to the same, and that they do not expect said broker to disclose to either of them the confidential information of the other party.

ARTICLE FIFTEEN: COMPLIANCE

The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment In Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

[Signatures appear on the following page.]

ADDITIONAL PROVISIONS MAY BE SET FORTH IN A RIDER OR RIDERS ATTACHED HERETO OR IN THE BLANK SPACE BELOW. IF NO ADDITIONAL PROVISIONS ARE INSERTED, PLEASE DRAW A LINE THROUGH THE SPACE BELOW.

Landlord and Tenant(s) have signed this Lease at the place and on the dates specified adjacent to their signatures below and have initialed all Riders which are attached to or incorporated by reference in this Lease.

Signed on _____, 20____

"LANDLORD"
EJM SPENCER HELM PROPERTY LLC,
a Nevada limited liability company

By: _____
Print Name

By: _____
Signature

Its: _____
Authorized Representative

Signed on _____, 20____

"TENANT(S)"
CHEF'S CHOICE, LLC
a Nevada limited liability company

By: _____
Print Name

By: _____
Signature

Its: _____

Signed on _____, 20____

WEST COAST BEVERAGE LLC
a Nevada limited liability company

By: _____
Print Name

By: _____
Signature

Its: _____

IN ANY REAL ESTATE TRANSACTION, IT IS RECOMMENDED THAT YOU CONSULT WITH A PROFESSIONAL, SUCH AS A CIVIL ENGINEER, INDUSTRIAL HYGIENIST OR OTHER PERSON WITH EXPERIENCE IN EVALUATING THE CONDITION OF THE PROPERTY, INCLUDING THE POSSIBLE PRESENCE OF ASBESTOS, HAZARDOUS MATERIALS AND UNDERGROUND STORAGE TANKS.

RIDER NO. 1
(Ground Lease Rider)

THIS RIDER NO. 1 (“RIDER NO. 1”) is dated for the reference purposes as **February 15, 2023**, and is made between **EJM SPENCER HELM PROPERTY LLC**, a Nevada limited liability company (“**Landlord**”) and **CHEF’S CHOICE, LLC**, a Nevada limited liability company and **WEST COAST BEVERAGE LLC**, a Nevada limited liability company (“**Tenant(s)**”) to be a part of that certain Industrial Real Estate Lease (Multi-Tenant Facility form) of even date herewith between Landlord and Tenant(s) (the “**Lease**”) concerning a portion of the premises more commonly known as **Spencer Helm Business Center, Building C – 1660 Helm Drive, Suite 600, Las Vegas, Nevada 89119** (the “**Property**”). Landlord and Tenant(s) agree that the Lease is hereby modified and supplemented as follows:

1. **Ground Lease.** Tenant(s) acknowledges and agrees that this Lease is subject and subordinate to that certain Lease Agreement dated **September 21, 1999**, between the County of Clark, a political subdivision of the State of Nevada (“**Groundlessor**”), and Landlord, as Groundlessee (the “**Ground Lease**”). In that regard, and without limiting the generality of the foregoing, Tenant(s) agrees that its use of the Property and its conduct and operations thereon shall comply with all applicable provisions of the Ground Lease. Further, Tenant(s) agrees that if, by reason of any default by Landlord in the performance of the terms of the provisions of the Ground Lease, the leasehold estate of Landlord as groundlessee under the Ground Lease is terminated by summary proceedings or otherwise in accordance with terms of the Ground Lease, then Tenant(s) will attorn to Groundlessor and recognize Groundlessor as Landlord and render performance hereunder to Groundlessor as if the Lease were executed directly between Tenant(s) and Groundlessor. As set forth in Section 2.3.1 of the Ground Lease, so long as Tenant(s) is not in default, Groundlessor has agreed to provide quiet enjoyment of the Property to Tenant(s) and to be bound by all of the terms and conditions of this Lease.

2. **Groundlessor Approval.** The effectiveness of this Lease is specifically conditioned upon Groundlessor’s approval, as set forth in Section 2.2 of the Ground Lease.

3. **Insurance.** In addition to the requirements set forth in the Lease, all liability insurance maintained by Tenant pursuant to the Lease shall name Groundlessor as an additional insured and shall provide coverage on an “occurrence” basis and not based on “claims made” and shall be provided either on ISO Commercial General Liability forms, an ISA Broad Forum Comprehensive General Liability form, or equivalent. Further, all policies must include, but need not be limited to, coverages for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors with no exclusions of coverage for liability resulting from the hazards of explosion, collapse, and underground property damage.

4. **Nondiscrimination Compliance.** Tenant agrees to comply with Sections 3.1 through 3.6 of the Ground Lease, with the same force and effect as if Tenant were party to the Ground Lease. In that regard, to the extent required by Section 3.7 of the Ground Lease, Tenant shall include such provisions, by reference or directly, in all subleases and other agreements executed by Tenant, provided that Tenant shall not be required to include any such provisions in any contracts or agreements relative to the operations of its business.

LANDLORD:
EJM SPENCER HELM PROPERTY LLC,
a Nevada limited liability company

TENANT(S):
CHEF’S CHOICE, LLC
a Nevada limited liability company

By: _____

By: _____

Name: _____

Name: _____

Its: Authorized Representative

Its: _____

Date: _____

Date: _____

WEST COAST BEVERAGE LLC
a Nevada limited liability company

By: _____

Name: _____

Its: _____

Date: _____

Initials _____

RIDER NO. 2

THIS RIDER NO. 2 ("RIDER NO. 2") is dated for reference purposes as February 15, 2023, and is made between EJM SPENCER HELM PROPERTY LLC, a Nevada limited liability company ("Landlord") and CHEF'S CHOICE, LLC, a Nevada limited liability company and WEST COAST BEVERAGE LLC, a Nevada limited liability company ("Tenant(s)") to be a part of that certain Industrial Real Estate Lease (Multi-Tenant Facility form) of even date herewith between Landlord and Tenant(s) (the "Lease") concerning a portion of the premises more commonly known as Spencer Helm Business Center, Building C – 1660 Helm Drive, Suite 600, Las Vegas, Nevada 89119 (the "Property"). Landlord and Tenant(s) agree that the Lease is hereby modified and supplemented as follows:

1. **Tenant(s) Improvements:**

The Property currently consists of approximately ±6,720 s.f. and includes 825 s.f. of office build-out, as depicted on the attached Exhibit "1-A" – Existing Floor Plan. The balance of the Property consists of 5,895 s.f. of improved warehouse, including HVAC, separately metered, 200 amps of 277/480 volt, 3-phase power, and high-bay warehouse lighting.

Tenant acknowledges and agrees as follows: (i) Property is being leased in an "AS IS" condition with all faults, including any code violations, and (ii) Tenant(s) has made and is relying solely on its own investigation of operative or proposed governmental laws and regulations (including, but not limited to, zoning, environmental, and land use laws and regulations) to which the Property is or may be subject, and (iii) Tenant(s) shall rely solely upon its own investigation of the physical and environmental conditions of the Property, including subsurface conditions and Tenant(s) assumes the risk that adverse physical and environmental conditions may not be revealed by its own investigation. It shall be Tenant(s)'s responsibility at Tenant(s)'s sole cost and expense to remedy any and all problems whether known or unknown.

2. **Americans with Disabilities Act:**

a) Tenant(s) has been advised that Tenant(s) may be subjected to the Americans with Disabilities Act (the "ADA"), a Federal Law codified at 42 USC Section 12101 et seq. and Tenant(s) covenants and warrants that Tenant(s) will comply with all ADA requirements. Among other requirements of the ADA that could apply to the property, Title III of the ADA requires a Tenant(s) of "public services" to provide accommodations for hearing, vision and speech impaired persons. The regulations under Title III of the ADA are codified at 28 CFR Part 36.

b) Landlord agrees that in the event the Property does not comply with the ADA requirements as of the Commencement Date, Landlord shall promptly make any governmentally mandated corrections to the Property other than with respect to ADA requirements applicable as a result of Tenant(s)'s specific use of the Property, and other than any compliance obligations triggered by Tenant(s) as a result of an actual or proposed change in use, change in intensity of use, or modification to the Property (regardless of Landlord's consent thereto). In that event, Tenant(s) shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such governmentally mandated compliance, or (ii) complete such governmentally mandated compliance at its own expense. Tenant(s) shall not have any right to terminate the Lease.

5. **Rules and Regulations:**

a) Parking or storage of vehicles overnight is prohibited, except delivery vehicles in Tenant(s) truck wells. However, Landlord shall allow Tenant(s) to park its trucks within Tenant(s)'s own dock loading and grade loading areas at all times.

b) Absolutely no parking at any time in any areas designated as "No Parking" or "Fire Lane" or in any truck dock or ramp position not a part of the Property.

c) Absolutely no staging of vehicles within the truck court that blocks access to any other tenant's truck dock or ramp, or any other tenant's trash enclosure.

d) Absolutely no parking of trailers, boats or any other recreational vehicles or recreational equipment.

e) Absolutely no maintenance is to be performed on any trucks, automobiles, trailers or other equipment.

f) Unusual expenses created by the washing of vehicles will result in special assessment to Tenant(s) for water and/or physical repair of the Property.

g) Absolutely no outside storage is allowed, including but not limited to pallets, equipment, work in progress, or raw materials.

Initials _____

- h) Tenant(s) shall not do or permit anything to be done, which is a nuisance or interferes with any other tenant in the Project.
- i) Absolutely no pets or other animals are allowed on the Property.
- j) There is no skateboarding, rollerblading, roller-skating, or scooters (including motorized scooters) allowed on the Property at any time.
6. **Signage:**
Tenant(s) shall have the right to install signage on the building subject to Landlord's prior written approval and in accordance with the sign criteria listed in Exhibit "C" - Signage Requirements.
7. **Returned Rent Checks / Non-Sufficient Funds:**
First Occurrence: In the event that Tenant(s)'s monthly rent check is returned due to non-sufficient funds, Tenant(s) shall be required to submit said funds to Landlord in the form of a cashier's check. Said cashier's check shall include, but not be limited to, all of Landlord's late charges and interest incurred by Tenant(s), and any bank fees incurred by Landlord.
Second Occurrence: In the event that Tenant(s)'s monthly rent check is returned to Landlord due to non-sufficient funds, Tenant(s) shall be required, for the remainder of the Primary Lease Term, to pay Landlord said monthly rent in the form of a cashier's check.
8. **Multiple Defaults:**
If Tenant(s) is in default under this Lease more than one (1) time within any twelve-month period, irrespective of whether or not such default is cured, then, without limiting Landlord's other rights and remedies provided for in this Lease or at law or equity, the Security Deposit shall automatically be increased by two (2) times the original Security Deposit.
9. **Mechanic's Lien:**
Should any mechanics or other lien be filed against the Property or any part thereof by reason of Tenant(s)'s acts or omissions or because of a claim against Tenant(s), Tenant(s) shall cause the same to be canceled and discharged of record by bond or otherwise with ten (10) days of Tenant(s)'s receipt of notice by Landlord and/or Ground Lessor.
10. **Financial Strength:**
Tenant covenants and warrants that as of the Commencement Date of the Lease, Tenant(s) has the financial strength and assets to meet all of its obligations under the terms and conditions of the Lease. Tenant(s) covenants and warrants, at the time of Lease signature, that neither Tenant(s) or any Tenant affiliate are: 1) in default under any terms and conditions of any other lease for real property, 2) in default for any monetary obligation, 3) in foreclosure on any real property, or 4) under the protection of any bankruptcy codes.
11. **Binding Force:**
Submission of this Rider is not an offer to lease or amend the Lease. This Rider shall become binding upon Landlord and Tenant(s) only when this Rider is fully executed and delivered by Landlord. In the event Landlord does not execute and deliver the Rider, then the Rider shall be void and of no force or effect.
12. **Ratification of Lease:**
The terms of the Lease are amended to reflect the changes set forth above. In all other respects the terms of the Lease shall be in full force and effect, and Tenant(s) hereby ratifies and reaffirms its obligations as Tenant(s) under the Lease as modified hereby. In the event of any conflict between this Rider No. 2 and the Lease, the terms of this Rider No. 2 shall be deemed controlling.
13. **Capitalized Terms:**
Except as otherwise expressly provided herein, the capitalized terms and phrases in this Rider No. 2 shall have the same meanings as are given such terms in the Lease.
14. **Authority:**
If Tenant(s) is a corporation, trust or general or limited partnership, each individual executing this Rider No. 2 on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Rider No. 2 on behalf of said entity.

[Signatures appear on next page]

Initials _____

LANDLORD:

**EJM SPENCER HELM PROPERTY LLC,
a Nevada limited liability company**

By: _____

Print
Name: _____

Its: _____

Date: _____

TENANT(S):

**CHEF'S CHOICE, LLC
a Nevada limited liability company**

By: _____

Print
Name: _____

Its: _____

Date: _____

**WEST COAST BEVERAGE LLC,
a Nevada limited liability company**

By: _____

Print
Name: _____

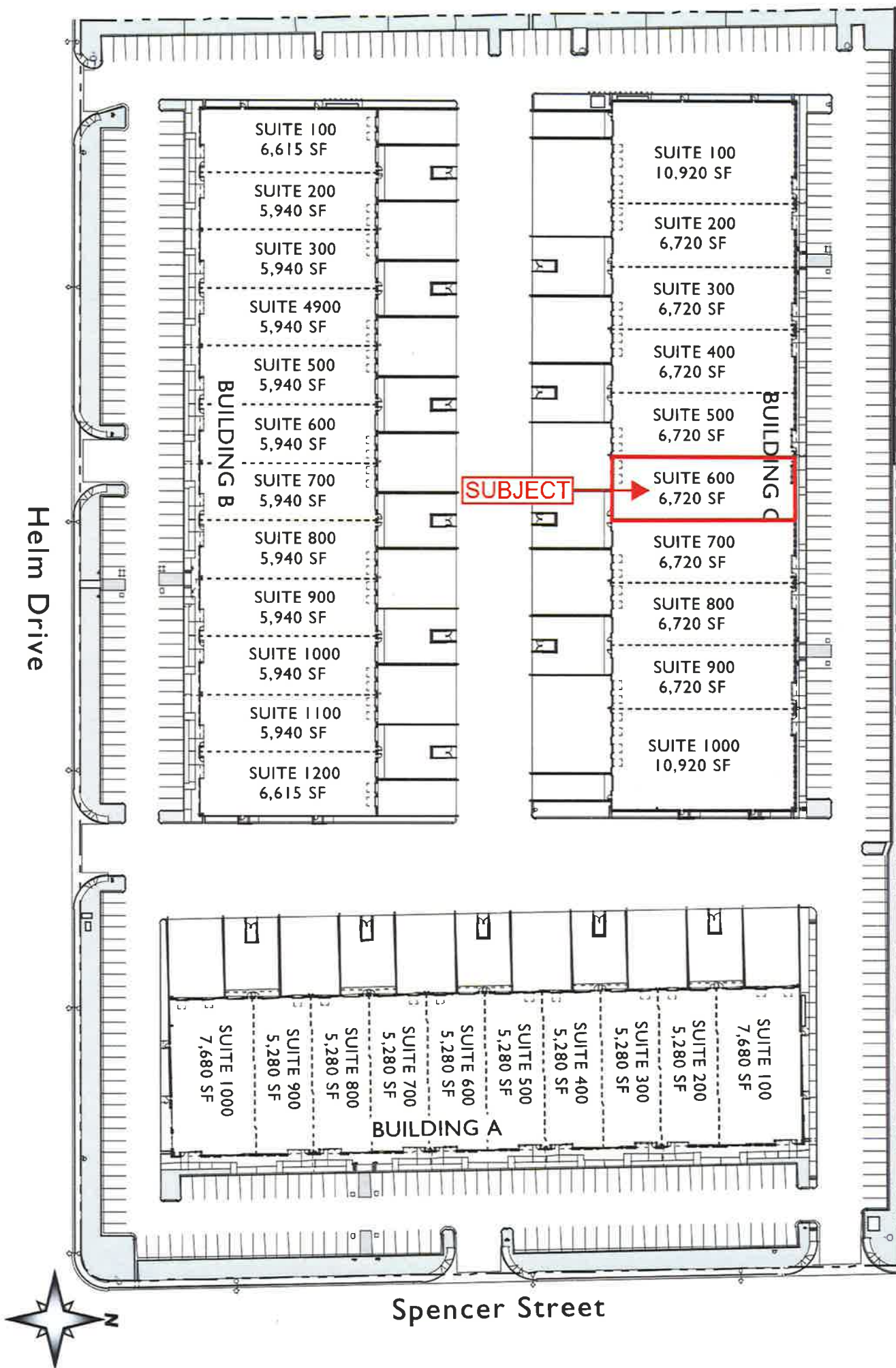
Its: _____

Date: _____

Initials _____

EXHIBIT "A"

Site Plan



Initials _____

EXHIBIT "B"

Existing Floor Plan



Initials _____

EXHIBIT "C"

Signage Requirements

Spencer Helm Business Center requires consistency in the signage for the project. The signage standards have been established for the mutual benefits of the tenants. Signage areas have been designated on the buildings and they are typically above the exterior storefront (Sign-band). Exceptions to this location occur where shown on the design drawings from Landlord. Approved signs may be located only within the area specified herein.

Tenant shall identify the Property by signage at its sole expense and obtain all necessary permits and approvals for such signage. Tenant shall install and maintain all signage subject to the following:

A. GENERAL REQUIREMENTS:

1. One main storefront sign is allowed per tenant.
2. Tenant shall have received Landlord's written approval for any signs prior to submission of sign drawings to governmental agencies and construction of such signs.
3. Tenant shall have received all necessary governmental approvals and permits prior to installing or otherwise affixing any sign, advertisement, notice or other lettering.
4. All exterior signs shall be secured by concealed fasteners, stainless steel, nickel or cadmium plated.
5. All signs and their installation must comply with all local codes and regulations.
6. At the termination of the Lease, it shall be the Tenant's responsibility to remove the sign and restore the building fascia to its original condition.

B. ONLY THE FOLLOWING TYPES OF STOREFRONT SIGN(S) AND SIGN COMPONENTS AND DEVICES SHALL BE PERMITTED:

1. Main Identification Sign: Individual, internally lit, channel-letter signs with remote transformer mounted on Landlord-approved raceway. Raceway shall be narrow-type design, with maximum depth of 6".
2. Suite Identification: Tenant shall be permitted to place at each entrance of its demised Property not more than 288 square inches of vinyl lettering with reverse cut vinyl, not to exceed two and three fourths' inches (2-3/4") in height, maximum of four (4) lines, indicating suite number, company name, address, hours of operation and entrance/exit information. Any exceptions will require prior written consent of the Landlord.
3. Rear Service Door: Tenant shall be permitted to place a maximum of six inch (6") high vinyl letters on the rear service door (man door) with the suite number and company name only.

C. INDIVIDUAL, INTERNALLY ILLUMINATED SIGNS:

Unless Tenant has received prior written approvals from the Landlord, the individual, internally lit signage shall meet the following criteria:

1. Size:
 - a. Maximum letter size shall be 24". Minimum letter size shall be 10".
 - b. Multiple rows shall not exceed 30" of total height, including space between rows.
 - c. Depth of letters shall be maximum 5 1/4".
 - d. Total horizontal measurement of sign(s) shall not exceed 65% of the width of the Property or the length of the designated Sign-band. Total vertical measurement shall not exceed 80% of Sign-band height.
 - e. Letters shall be centered in the Sign-band.
 - f. Allowable sign area and clearances shall meet all the requirements of the local codes and ordinances.
2. Style: Sign style shall be approved by the Landlord. Logos may be permitted, subject to prior written approval by Landlord.
3. Colors & Styles:
 - a. Rohm & Haas or Arcylite Plexiglas faces. Colors to be subject to Landlord's prior written approval at Landlord's sole discretion. Color samples to be furnished by Tenant.
 - b. LED within letters required.
 - c. LED lighting shall be used on exterior signage or any signage visible through storefront.

Initials _____

- d. Aluminum returns shall be Duranodic bronze color.
 - e. Face retainers of 1" painted to match building.
 - f. Raceway painted to match building.
 - g. If vinyl is to be used in conjunction with the Plexiglas face, vinyl must be 3M products rated for outside use.
4. Placement: Centered horizontally and vertically within Sign-band provided by Landlord.
5. Construction:
- a. Tenant shall be responsible for the manufacture, complete installation and maintenance of building signs, including internally lit sign letters and vinyl lettering.
 - b. All signs are to be installed under the direction of the project contractor's superintendent or representative.
 - c. Tenant shall be fully responsible for the operation of Tenant's contractors.
 - d. Tenant's signs contractors shall repair any damage to any portion of the structure and finish caused by contractors' work.
 - e. All penetrations of the building structure required for sign installation shall be sealed in a watertight condition and shall be patched and painted to match adjacent finish.
 - f. No sign maker's label or other identification will be permitted on exposed surface of sign, except for those required by ordinance, in which case labels shall be placed in an inconspicuous location.
 - g. All permits for signs and installation thereof shall be obtained by the Tenant. The expense of fabrication and installation of all signs including, but not limited to, permits, power supply, power distribution to the sign, timers, photo cell controls, etc. shall be the responsibility of the Tenant, who shall be responsible for compliance with all applicable codes and with these criteria.
6. Mounting: Mount raceway directly onto Sign-band surface provided, with no exposed connections. Final electrical hook-up to be performed by a licensed electrical contractor. No exposed cable or wiring shall be permitted. All attachment devices, wiring clips, transformers, lamps, tubes and other mechanisms required for sign(s) shall be concealed. Tenant to repair and seal any holes made during installation.
7. Approval:
- a. Tenant shall be solely responsible for meeting all governmental codes and regulations and for receiving all necessary approvals and permits from the appropriate governing authorities.
 - b. Tenant shall submit to Landlord for approval, two (2) sets of detailed drawings. All sign drawings shall be reviewed by the Landlord for conformity with this criteria and overall design quality.
 - c. Approval or disapproval of submittals based on aesthetics, construction type or sign design shall remain the sole discretion of the Landlord. No sign shall be installed until approval shall have been granted in writing by the Landlord. In no event shall Landlord's approval imply conformance to governmental codes and regulations.

D. NON-ILLUMINATED SIGNAGE:

1. Tenant shall be allowed to install a sign, at Tenant's sole cost and expense, subject to Landlord's review and written approval and also subject to the following criteria:
 - a. SIGN TYPE: Occupant Identification
 - b. NUMBER OF SIGNS: One per Occupant
 - c. PLACEMENT AND LOCATION: At Primary Entrance
 - d. SIGN AREA: 40 Square Feet Maximum
 - e. LETTER SIZE: 20 Inches Maximum Height
 - f. FORM AND MATERIALS: Individual Raised Letters; Metal, Fiberglass and Acrylic; Painted Lettering is not permitted
 - g. MESSAGE AND LAYOUT: Tenant or Business Name and/or Logo
 - h. COLOR: Must Relate to Architectural Style
 - i. ILLUMINATION: Ambient

E. PROCEDURE AND SCHEDULE FOR THE COMPLETION OF SIGN DRAWINGS:

Initials _____

1. Landlord's approval of Tenant's layout drawings or working drawings shall not constitute approval of signs. Within 30 days after the date of this Lease, Tenant shall submit to Landlord shop drawings and specifications of its sign(s). Sign shop drawings shall clearly show the location of each sign on each storefront or parapet elevation, and indicate graphics, color, materials, construction and attachment details.
2. Within a reasonable period after receipt of said sign shop drawings, Landlord shall return one set thereof marked "approval," "approved as noted" or "revise and resubmit." If said sign shop drawings are returned without Landlord's approval or with noted conditions to approval, they shall be revised and resubmitted to Landlord for full approval.

F. NO OTHER SIGNAGE:

1. No other Tenant signage shall be permitted including, but not limited to the following:
 - a. Signs affixed to the inside or outside of the windows.
 - b. Temporary signs in front of Tenant's suite.
 - c. Banners or other temporary signs attached to the outside of the buildings.
 - d. Signs on top of the roof.

Initials _____

GUARANTY OF LEASE

This Guaranty of Lease (the "Guaranty") is attached to and made part of that certain real estate Lease (the "Lease") dated February 15, 2023, between , EJM Spencer Helm Property LLC, a Nevada limited liability company as Landlord, and Chef's Choice, LLC, a Nevada limited liability company and West Coast Beverage LLC, a Nevada limited liability company as Tenant(s), covering the Property commonly known as Spencer Helm Business Center – Building C – 1660 Helm Drive, Suite 600, Las Vegas, Nevada 89118. The terms used in this Guaranty shall have the same definitions as set forth in the Lease. In order to induce Landlord to enter into the Lease with Tenant(s), SALVATORE CESAREO, an individual; KATHY CESAREO, an individual; KATHERINE LEE, an individual; and DEMETRIUS BAGLEY, an individual, ("Guarantor(s)"), have agreed to execute and deliver this Guaranty to Landlord. Each Guarantor acknowledges that Landlord would not enter into the Lease if each Guarantor does not execute and deliver this Guaranty to Landlord.

1. **Guaranty.** In consideration of the execution of the Lease by Landlord and as a material inducement to Landlord to execute the Lease, each Guarantor hereby irrevocably, unconditionally, jointly and severally guarantees the full, timely and complete (a) payment of all rent and other sums payable by Tenant(s) to Landlord under the Lease, and any amendments or modifications thereto by agreement or course of conduct, and (b) performance of all covenants, representations and warranties made by Tenant(s) and all obligations to be performed by Tenant(s) pursuant to the Lease, and any amendments or modifications thereto by agreement or course of conduct. The payment of those amounts and performance of those obligations shall be conducted in accordance with all terms, covenants and conditions set forth in the Lease, without deduction, offset or excuse of any nature and without regard to the enforceability or validity of the Lease, or any part thereof, or any disability of Tenant(s).

2. **Landlord's Rights.** Landlord may perform any of the following acts at any time during the Lease Term, without notice to or assent of Guarantor(s) and without in any way releasing, affecting or impairing any of Guarantor's obligations or liabilities under this Guaranty: (a) alter, modify or amend the Lease by agreement or course of conduct, (b) grant extensions or renewals of the Lease, (c) assign or otherwise transfer its interest in the Lease, the Property, or this Guaranty, (d) consent to any transfer or assignments of Tenant's or any future tenant's interest under the Lease, (e) release one or more Guarantor, or amend or modify this Guaranty with respect to any Guarantor, without releasing or discharging any other Guarantor from any of such Guarantor's obligations or liabilities under this Guaranty, (f) take and hold security for the payment of this Guaranty and exchange, enforce, waive and release any such security, (g) apply such security and direct the order or manner of sale thereof as Landlord, in its sole discretion, deems appropriate, and (h) foreclose upon any such security by judicial or non-judicial sale, without affecting or impairing in any way the liability of Guarantor under this Guaranty, except to the extent the indebtedness has been paid.

3. **Tenant's Default.** This Guaranty is a guaranty of payment and performance, and not of collection. Upon any breach or default by Tenant(s) under the Lease, Landlord may proceed immediately against Tenant(s) and/or any Guarantor to enforce any of Landlord's rights or remedies against Tenant(s) or any Guarantor pursuant to this Guaranty, the Lease, or at law or in equity without notice to or demand upon either Tenant(s) or any Guarantor. This Guaranty shall not be released, modified or affected by any failure or delay by Landlord to enforce any of its rights or remedies under the Lease or this Guaranty, or at law or in equity.

4. **Guarantor's Waivers.** Each Guarantor hereby waives (a) presentment, demand for payment and protest of non-performance under the Lease, (b) notice of any kind including, without limitation, notice of acceptance of this Guaranty, protest, presentment, demand for payment, default, nonpayment, or the creation or incurring of new or additional obligations of Tenant's to Landlord, (c) any right to require Landlord to enforce its rights or remedies against Tenant(s) under the Lease, or otherwise, or against any other Guarantor, (d) any right to require Landlord to proceed against any security held from Tenant(s) or any other party, (e) any right of subrogation, (f) any defense arising out of the absence, impairment or loss of any right of reimbursement or subrogation or other right or remedy of Guarantors against Landlord or any such security, whether resulting from an election by Landlord, or otherwise. Any part payment by Tenant(s) or other circumstance which operates to toll any statute of limitations as to Tenant(s) shall operate to toll the statute of limitations as to Guarantor.

5. **Separate and Distinct Obligations.** Each Guarantor acknowledges and agrees that such Guarantor's obligations to Landlord under this Guaranty are separate and distinct from Tenant's obligations to Landlord under the Lease. The occurrence of any of the following events shall not have any effect whatsoever on any Guarantor's obligations to Landlord hereunder, each of which obligations shall continue in full force or effect as though such event had not occurred: (a) the commencement by Tenant(s) of a voluntary case under the federal bankruptcy, as now constituted or hereafter amended or replaced, or any other applicable federal or state bankruptcy, insolvency or other similar law (collectively, the "Bankruptcy Laws"), (b) the consent by Tenant(s) to the appointment of or taking possession by a receiver, liquidate, assignee, trustee, custodian, sequestrator or similar official of Tenant(s) or for any substantial part of its property, (c) any assignment by Tenant(s) for the benefit of

Initials _____

creditors, (d) the failure of Tenant(s) generally to pay its debts as such debts become due, (e) the taking of corporate action by Tenant(s) in the furtherance of any of the foregoing; or (f) the entry of a decree or order for relief by a court having jurisdiction in respect of Tenant(s) in any involuntary case under the Bankruptcy Laws, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Tenant(s) or for any substantial part of its property, or ordering the winding-up or liquidation of any of its affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days. The liability of Guarantors under this Guaranty is not and shall not be affected or impaired by any payment made to the Landlord under or related to the Lease for which Landlord is required to reimburse Tenant(s) pursuant to any court order or in settlement of any dispute, controversy or litigation in any bankruptcy, reorganization, arrangement, moratorium or other federal or state debtor relief proceeding. If, during any such proceeding, the lease is assumed by Tenant(s) or any trustee, or thereafter assigned by Tenant(s) or any trustee to a third party, this Guaranty shall remain in full force and effect with respect to the full performance of Tenant(s), any such trustee or any such third party's obligations under the Lease. If the Lease is terminated or rejected during any such proceeding, or if any of the events described in Subparagraphs (a) through (f) of this Paragraph 5 occur, as between Landlord and each Guarantor, Landlord shall have the right to accelerate all of Tenant's obligations under the lease and each Guarantor's obligations under this Guaranty. In such event, all such obligations shall become immediately due and payable by Guarantors to Landlord. Guarantors waive any defense arising by reason of any disability or other defense of Tenant(s) or by reason of the cessation from any cause whatsoever of the liability of Tenant(s).

6. **Subordination.** All existing and future advances by Guarantor to Tenant(s), and all existing and future debts of Tenant(s) to any Guarantor, shall be subordinated to all obligations owed to Landlord under the Lease and this Guaranty.

7. **Successors and Assigns.** This Guaranty binds each Guarantor's personal representatives, successors and assigns.

8. **Encumbrances.** If Landlord's interest in the Property or the Lease, or the rents, issues or profits therefrom, are subject to any deed of trust, mortgage or assignment for security, any Guarantor's acquisition of Landlord's interest in the Property or Lease shall not affect any of Guarantor's obligations under this Guaranty. In such event, this Guaranty shall nevertheless continue in full force and effect for the benefit of any mortgagee, beneficiary, trustee or assignee or any purchaser at any sale by judicial foreclosure or under any private power of sale, and their successors and assigns. Any married Guarantor expressly agrees that Landlord has recourse against any Guarantor's separate property for all of such Guarantor's obligations hereunder.

9. **Guarantor's Duty.** Guarantors assume the responsibility to remain informed of the financial condition Tenant(s) and of all other circumstances bearing upon the risk of Tenant's default, which reasonably inquiry would reveal, and agree that Landlord shall have no duty to advise Guarantors of information known to it regarding such condition or any such circumstance.

10. **Landlord's Reliance.** Landlord shall not be required to inquire into the powers of Tenant(s) or the officers, employees, partners or agents acting or purporting to act on its behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

11. **Incorporation of Certain Lease Provisions.** Each Guarantor hereby represents and warrants to Landlord that such Guarantor has received a copy of the Lease, has read or had the opportunity to read the Lease, and understands the terms of the Lease. The provisions in the Lease relating to the execution of additional documents, legal proceedings by the Landlord against Tenant(s), severability of the provisions of the Lease, interpretation of the Lease, notices, waivers, the applicable laws which govern the interpretation of the Lease and the authority of the Tenant(s) to execute the Lease are incorporated herein in their entirety by this reference and made a part hereof. Any reference in those provisions to "Tenant(s)" shall mean each Guarantor and any reference in those provisions to the "Lease" shall mean this Guaranty, except that (a) any notice which any Guarantor desires or is required to provide to Landlord shall be effective only if signed by all Guarantors and (b) any notice which Landlord desires or is required to provide to any Guarantor shall be sent to such Guarantor at such Guarantor's address indicated below, or if no address is indicated below, at the address for notices to be sent to Tenant(s) under the lease.

[Signatures appear on next page]

Initials _____

Signed on _____, 20__

GUARANTOR(s):

By: _____

Printed Name: **Salvatore Cesareo** _____

SSN: _____

DOB: _____

(Driver's License No., State of Issue)

(Home Address)

(City, State, Zip)

(Home Phone)

GUARANTOR(s):

By: _____

Printed Name: **Kathy Cesareo** _____

SSN: _____

DOB: _____

(Driver's License No., State of Issue)

(Home Address)

(City, State, Zip)

(Home Phone)

GUARANTOR(s):

By: _____

Printed Name: **Katherine Lee** _____

SSN: _____

DOB: _____

(Driver's License No., State of Issue)

(Home Address)

(City, State, Zip)

(Home Phone)

Initials _____

GUARANTOR(s):

By: _____

Printed Name: **Demetrius Bagley** _____

SSN: _____

DOB: _____

(Driver's License No., State of Issue)

(Home Address)

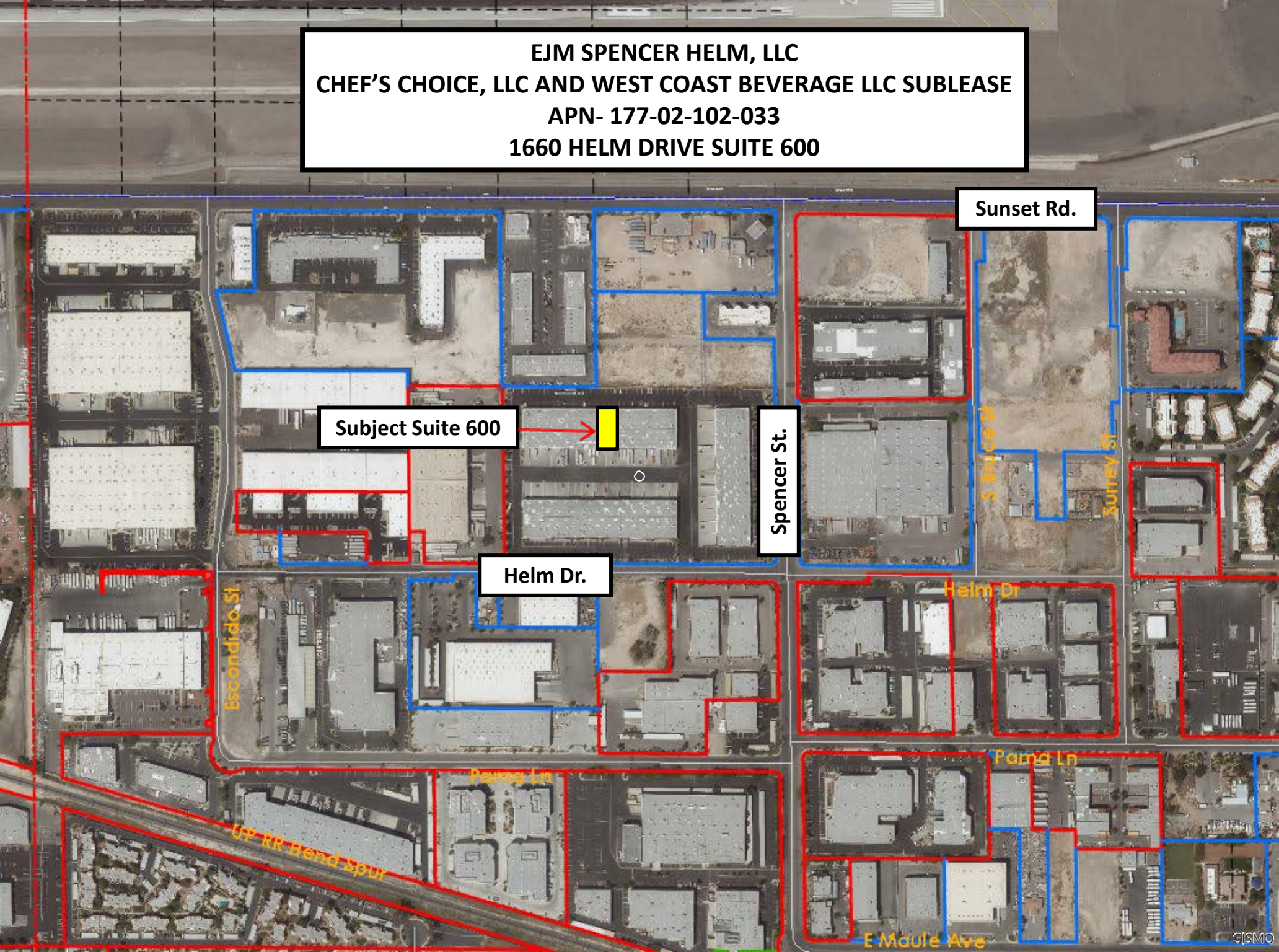
(City, State, Zip)

(Home Phone)

CONSULT YOUR ATTORNEY: This document has been prepared for approval by your attorney. No representation or recommendation is made by EJM Development Co., or the Southern Nevada Chapter of the Society of Industrial Realtors, Inc., or the agents or employees of either of them as to the legal sufficiency, legal effect, or tax consequences of this document or the transaction to which it relates. These are questions for your attorney.

Initials _____

**EJM SPENCER HELM, LLC
CHEF'S CHOICE, LLC AND WEST COAST BEVERAGE LLC SUBLEASE
APN- 177-02-102-033
1660 HELM DRIVE SUITE 600**



Sunset Rd.

Subject Suite 600

Spencer St.

Helm Dr.

Escondido St.

Helm Dr.

Paving Ln.

Parma Ln.

UP RR Hand Spur

E Maule Ave