

# HARDSHIP EXEMPTION APPLICATION

CD 13

ICO Area: Citywide	Council File No.: 05-0872-5435
Interim Control Ordinance No.: 179 027	Additional Interim Control Ordinance No.:
Effective Date: 9/13/2007	

Applicant (Record Owner): Sharon Kaplan	Telephone: 818-995-3302	2009 MAY -7 PM 12:09 CITY CLERK'S OFFICE RECEIVED CITY CLERK ma
Applicant Mailing Address: 4626 White Oak Encino, CA	Zip Code: 91316	
Applicant's Representative: Chris Fusco	Telephone: 310 384 7052	
Representative's Mailing Address: 3106 Glendale Blvd, LA CA	Zip Code: 90039	

Property Address: 3106 Glendale Blvd, LA CA	Lot Area (sq. ft.): 7759.4
Legal Description: 1100 - Stores	Structure/Building Construction Date: Not Available
Existing Zone (ZIMAS): [Q] C4-2XL	Permit History (Include Permit Numbers):
Existing Land Use Designation (From City Planning Department): 1100 - Stores	

Describe Current Use (Include size in square feet, height, etc.):

Premises currently vacant. Applicant has taken possession of property.

Note: A Master Land Use Application is not required.

1 Law Offices of Eric D. Shevin  
Eric D. Shevin, Esq. (State Bar No. 160103)  
2 Stephen J. Fisch, Esq. (State Bar No. 240774)  
Meital Manzuri (State Bar No. 258256)  
3 15260 Ventura Blvd, Suite 1050  
Sherman Oaks, CA 91403  
4 Telephone: (818) 784 - 2700  
Facsimile: (818) 784 - 2411

5 Attorneys for  
6 BEVERLY HILLS CAREGIVERS, INC  
dba ATWATER ALTERNATIVE CARE COLLECTIVE

7 CITY OF LOS ANGELES

8 CITY COUNCIL OF LOS ANGELES

9 PLANNING AND LAND USE MANAGEMENT COMMITTEE

10  
11 IN RE: INTERIM CONTROL ORDINANCE  
12 179027 HARDSHIP EXEMPTION FOR

13 BEVERLY HILLS CAREGIVERS, INC.

14 3106 Glendale Blvd, Los Angeles, CA 90039  
15

File No. 05-0872-S435

**AMENDED HARDSHIP EXEMPTION  
APPLICATION**

16  
17 TO: PLANNING AND LAND USE MANAGEMENT COMMITTEE, LOS ANGELES CITY  
COUNCIL

18  
19 BEVERLY HILLS CAREGIVERS hereby submits the following amended hardship  
20 exemption.  
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BY [Signature] CITY CLERK  
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1 **I. INTRODUCTION / STATEMENT OF FACT**

2 Beverly Hills Caregivers, inc. dba Atwater Alternative Care Collective (Applicant) presents  
3 the instant addendum to supplement its hardship application under City of Los Angeles Interim  
4 Control Ordinance #179027. Applicant was formed prior to the passage of the Interim Control  
5 Ordinance and was forced to relocate due to their landlord being intimidated by Federal Agents  
6 seeking to shut down medical marijuana dispensaries. Applicant went through a change of ownership  
7 during the relocation. A suitable location was selected in the Atwater area of Los Angeles, and the  
8 applicant composed the dba Atwater Alternative Care Collective. All required permits were updated  
9 to the new location. The department of building and safety approved extensive build outs and  
10 remodeling of the applicant's location. The owners of Applicant have invested substantial funds,  
11 time and effort in relocating Applicant to current location. The Applicant is located considerable  
12 distances from any sensitive land uses. The Atwater community has welcomed Applicant to its  
13 neighborhood.  
14  
15

16 **II. HARDSHIP EXEMPTION SHOULD BE GRANTED SINCE APPLICANT IS ONLY**  
17 **SEEKING CHANGE OF LOCATION AND MEETS ALL OTHER REQUIREMENTS FOR**  
18 **FILING.**

19 **A. Applicant Has Submitted All The Required Licenses And Documents.**

20 ICO #179027 - Section 3, subsection (A) requires that an medical marijuana dispensary file a  
21 City of Los Angeles Tax Registration Certificate, State Board of Equalization seller's permit,  
22 property lease, business insurance, dispensary membership forms and a Los Angeles County Health  
23 Department permit if needed. Attached as Exhibit A are the current medical marijuana information  
24 form along with the current City of Los Angeles Tax Registration Certificate, the State Board of  
25 Equalization Seller's Permit, Property Lease, business insurance and collective membership  
26 agreement.  
27  
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2           **B. Hardship Application Is The Sole Mechanism For The Transfer Of Location.**

3           ICO #179027 does not contain a provision for the relocation of the medical marijuana  
4 dispensary. The only mechanism to accomplish the transfer of a dispensary from one location to  
5 another is through the hardship application. In the instant case, the transfer of the location was  
6 necessary due to notifications by Federal law enforcement agencies of proposed forfeiture of property  
7 action. In addition, Applicant underwent a change of ownership during the relocation. See attached  
8 Exhibit B. Once the City Council failed to enact a permanent ordinance regarding medical marijuana  
9 dispensaries in March of 2009, the new owners sought advice and like many other collectives filed a  
10 hardship with the city clerk. It would have been impossible for Applicant to have submitted its  
11 application prior to November 17, 2007 because it was not at its current location.  
12

13  
14           **C. Applicant Has Received Tacit Approval From Numerous City And State Agencies  
15 For The Transfer Of Location.**

16           In the process of relocating the collective, Applicant interacted with different State and Local  
17 agencies regarding the move. Applicant filed with the Secretary of State for a change of location of  
18 its corporate address. Applicant also filed with the California State Board of Equalization for a  
19 change in location for their seller's permits. The State Board of Equalization updated the address for  
20 the collective and continued to use the same account number. In addition, Office of Finance for the  
21 City of Los Angeles has updated Applicant's tax registration certificate without changing account  
22 numbers. Attached as Exhibit C are documents from the State Board of Equalization, and Office of  
23 Finance for the City of Los Angeles showing the Applicant's updated address and relevant account  
24 numbers.  
25

26           Applicant requested that City of Los Angeles Department of Building and Safety inspect and  
27 approve extensive remodels done at the new location. Attached as Exhibit D is documentation from  
28

1 the Department of Building and Safety that the remodels conform with all applicable building codes.  
2 At no time did the Department of Building and Safety ever inform Applicant that they were forbidden  
3 from operating at this new location.

4 Since numerous state and city agencies have authorized the transfer of Applicant's location,  
5 each agency has given their tacit approval to the relocation. Applicant has come to detrimentally rely  
6 on this tacit approval and began to operate at its current location.  
7

8  
9 **III. APPLICANT SHOULD RECEIVE HARDSHIP EXEMPTION SINCE ITS OPERATION**  
10 **CONFORMS WITH STATE AND LOCAL REGULATIONS.**

11 **A. Applicant Is In Strict Compliance With The Attorney General Guidelines.**

12 In August of 2008, the California Attorney General published guidelines regarding the  
13 security and non-diversion of marijuana grown for medical use. In the guidelines, the attorney  
14 general presented specific requirements of medical marijuana collectives and cooperatives to comply  
15 with the Compassionate Use Act (California Health & Safety Code section 11362.5) and the Medical  
16 Marijuana Program (California Health & Safety Code section 11362.7 et al.). These guidelines  
17 provide the most comprehensive structure for collective's to comply with California's medical  
18 marijuana laws. Applicant adheres to all applicable requirements to wit:  
19

20  
21 1) Business Form: Applicant is a collective which has formed a corporate business structure  
22 in order to operate and facilitate or coordinate transactions between its members.

23 2) Non-Profit: Applicant is a non profit organization and does not financially benefit from the  
24 sale or distribution of medical marijuana.

25 3) Licenses, Sales Tax, and Seller's Permit: Applicant has current registration with the State  
26 Board of Equalization, City of Los Angeles Office of Finance, has obtained business licenses and is  
27 filing the current Hardship application to comply with ICO 179027. See Exhibit A.  
28

1           4) Membership Agreements: Applicant verifies all membership applications by contacting the  
2 recommending physician in addition to only accepting original documents. All members agree to use  
3 the marijuana for medicinal purposes and agree to not distribute to non-members. Applicant has  
4 membership records reasonably available and tracks the expiration dates. Applicant enforces its  
5 memberships rules and promptly revokes membership of those who no longer have a current  
6 recommendation or divert marijuana for non medical use.  
7

8           5) Lawfully Cultivated Marijuana: Applicant acquires marijuana from members who grow in  
9 compliance with state law on behalf of other members.

10           6) Non Diversion: Applicant only provides services to members with current  
11 recommendations for the medical use of marijuana.

12           7) Reimbursement: Applicant receives reimbursement that is reasonably calculated to cover  
13 overhead costs and operating expenses.  
14

15           8) Possession: Applicant has always possessed an aggregate amount of marijuana consistent  
16 with its current number of members and California Health & Safety Code section 11362.77.

17           9) Security: Applicant provides substantial security to its members to ensure their continued  
18 safety.  
19

20           **B. Applicant Is In Substantial Compliance With Proposed Permanent Ordinance By**  
21           **The City Attorney.**

22           Applicant will comply with all guidelines of the permanent regulations relating to marijuana  
23 dispensaries when passed by the City Council. Applicant currently substantially complies with the  
24 proposed ordinance submitted by the City Attorney on February 9, 2009 to wit:

25           1) LAMC: Location complies with provisions of the Los Angeles Municipal Code as signified  
26 by Department of Building and Safety. See Exhibit D.

27           2) Exterior Signage: signage only identifies the Applicant.  
28

1           3) Closed Circuit Security: Applicant has installed and is operating a closed circuit security  
2 system at the location.

3           4) Alarm: Applicant uses a centrally monitored alarm system?

4           5) Visability: No cultivated or dried marijuana is visible from the building exterior.  
5

6           6) Refinement: No refinement or processing of marijuana or concentrated cannabis occurs at  
7 the location.

8           7) Under 18: No persons under 18 are allowed on site.

9           8) Signage: Applicant has the required signage warning about diversion, impairment and  
10 loitering.

11           9) Non-Diversion: Only members of the collective are eligible to receive marijuana from the  
12 collective, and a monthly limit of eight ounces per member is enforced.

13           10) No Public Cultivation: No cultivation of marijuana occurs at the location and is not open  
14 to the public.  
15

16           11) Distance from Sensitive Land Uses: Applicant is not located near any schools,  
17 playgrounds, parks, libraries, places of worship, licensed child care facilities, or other medical  
18 marijuana collectives.

19           12) No Alcoholic Beverages: No alcoholic beverages are sold or dispensed on Applicant's  
20 premises.  
21

22           13) Secured Marijuana: All medical marijuana is stored in a two ton safe.

23           14) No Consumption: No medical marijuana is consumed on-site, in parking lots or other  
24 areas restricted by California Health & Safety Code section 11362.79.

25           **C. Forcing Applicant To Close Serves No Further Purpose.**

26           Applicant submits that not granting their hardship and forcing them to close until the  
27 permanent ordinance is passed will serve no purpose and have detrimental affects on the community.  
28





1 Section 5 of ICO #179027 provides that the ordinance can be extended by two 180 day periods  
2 upon a legislative finding of due diligence. This provision is in clear violation of Subsection (c) of  
3 Government Code 65858 since it is silent as to whether the extension is necessary due a current and  
4 immediate threat to public safety. To the contrary, ICO 179027 expressly provides that the extension  
5 can be made on a legislative finding of due diligence on the part of the City agencies and officials.  
6

7 Thus, since ICO 179027 was not originally enacted for 45 days and has been extended  
8 without legislative findings of current and immediate threats, the ICO is invalid under state law.

9 Moreover, following the release of the Attorney General guidelines in August of 2008, the  
10 basis for granting the ICO has been vitiated as guidelines have been promulgated to allow for the  
11 lawful operation of medical marijuana collectives (see Pages 8-11). As a result of the Attorney  
12 General Guidelines, counsel submits that the City Council would be unable to satisfy its burden,  
13 through legislative findings, that the ICO was still necessary authorizing an extension.  
14

15 Lastly, counsel is aware of the proposed extension of the ICO for an additional six months.  
16 Any extension beyond September 13, 2009 is expressly disallowed pursuant to Government Code  
17 section 65858.

18 **B. ICO #179027 Infringes On The Constitutional Right Of Pursuit Of Happiness.**

19 Substantive Due Process is violated “If a practice or rule offends some principle of justice so  
20 rooted in the traditions and conscience of our people as to be ranked as fundamental”. *Snyder v.*  
21 *Massachusetts*, 291 U.S. 97, 105 (1934). Under the Declaration of Independence, Americans have  
22 the right to life, liberty and the Pursuit of Happiness. (U.S. Declaration Ind.) A difficult term to  
23 define, the Pursuit of Happiness is a fundamental right founded on the idea that people have the right  
24 “to be left alone by government” and to define their own concept of existence. See *Winston v. Lee*  
25 470 U.S. 753 (1985).  
26  
27  
28

1 Under the right to be left alone by government, and empowered by the Tenth Amendment, the  
2 people of California passed the Compassionate Use Act. Therein, the people decided that the  
3 availability of medical marijuana for those in medical need is part of maintaining the quality of life  
4 and the Pursuit of Happiness.

5 The current ordinance violates Applicant's right to the Pursuit of Happiness. "Without doubt,  
6 [the Pursuit of Happiness] denotes . . . the right of the individual to contract, to engage in any of the  
7 common occupations of life . . . as essential to the orderly Pursuit of Happiness by free men". *Meyer*  
8 *v. Nebraska*, 262 U.S. 390, 399 (1923). Under this fundamental right, Applicant sought to create a  
9 medical marijuana collective to serve patients in need.  
10

11 In setting up a lawful collective, Applicant followed established rules and regulations,  
12 consulted several professionals, and researched the law thoroughly. Applicant set the collective up as  
13 a legitimate nonprofit corporation conforming to all state and local regulations regarding medical  
14 marijuana.  
15

16 Moreover, privileges long recognized as fundamental to the Pursuit of Happiness include the  
17 right to quality of life. See *Cruzan v. Dir. Mo. Dep't of Health*, 497 U.S. 261. There, a woman was  
18 being kept alive by a feeding tube and her family wished to no longer delay the inevitable. *Id.* at 262.  
19 The Court stated that a long recognized right is to sustain life and quality of life. *Id.* Here, the  
20 members of the Applicant's collective depend on it for their medical treatment, which is fundamental  
21 to the quality of life. ICO 179027 affects not only Applicant's right to contract, and right to  
22 occupation, but also the availability of medicine for the members of the collective and thus their  
23 quality of life.  
24

25 //

26 //

27


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**V. CONCLUSION**

Based on the above, Applicant respectfully requests that the Council grant their hardship application.

DATED: 6/22/09

Respectfully submitted,  
LAW OFFICE OF ERIC D. SHEVIN

By:   
Eric D. Shevin  
Attorney for Applicant  
BEVERLY HILLS CAREGIVERS, INC

## HARDSHIP EXEMPTION APPLICATION

<b>ICO Area:</b> Citywide	<b>Council File No.:</b> 05-0872
<b>Interim Control Ordinance No.:</b> 179027	<b>Additional Interim Control Ordinance No.:</b>
<b>Effective Date:</b> September 13, 2007	

<b>Applicant (Record Owner):</b> Beverly Hills Caregivers, Inc. dba Atwater Alternative Care	<b>Telephone:</b> (323) 661-6200
<b>Applicant Mailing Address</b> 3106 Glendale Blvd, Los Angeles, CA	<b>Zip Code:</b> 90039
<b>Applicant's Representative</b> Sharon Kaplan	<b>Telephone:</b> (818) 995 - 3302
<b>Representative's Mailing Address:</b> 4626 White Oak Ave, Encino, CA	<b>Zip Code:</b> 91316

<b>Property Address:</b> 3106 Glendale Blvd, Los Angeles, CA 90039	<b>Lot Area (sq. ft.):</b> 7759.4
<b>Legal Description:</b> 1100 - Stores	<b>Structure/Building Construction Date:</b> Not Available
<b>Existing Zone (ZIMAS):</b> [Q] C4-1XL	<b>Permit History (Include Permit Numbers):</b>
<b>Existing Land Use Designation (From City Planning Department):</b> 1100 - Stores	

<b>Describe Current Use (Include size in square feet, height, etc.):</b>
The current use of the location is a medical marijuana collective operating in compliance with State law and regulations.

**Note: A Master Land Use Application is not required.**

<b>Describe Proposed Project <u>and</u> Use</b> (Include size in square feet, height, etc.):
The current use of the location is a medical marijuana collective operating in compliance with State law and regulations regarding medical marijuana.

<b>Why do you believe a hardship exists for which an exemption should be granted?</b> (Attach a statement on a separate sheet if necessary. An economic analysis may also be submitted.)
See attached amended hardship application.

**Do you have any ownership interest in any other parcels within 300 feet of this property?** ( )Yes ( ) No  
*(If yes, submit a map showing the location and boundaries of the property for which an exemption is being requested, and the location of the other ownerships.)*

**ADDITIONAL INFORMATION FILING REQUIREMENTS**

In addition to this form, all below items should be included with the application, unless otherwise instructed by City Staff.

- a. Attach a **map showing the location and boundaries** of the property for which the exemption is being requested. (May be the same map as required in No. 7)
- b. Attach a **Plot Plan** showing the building footprint, parking plan, landscaping, balconies, driveways, any amenities, etc.
- c. Attach an **Elevation Plan**, which includes dimensions for all views.
- d. Attach **Building Plans**. If plans have been accepted by the Department of Building and Safety, list Plan **Check No.** \_\_\_\_\_ **and Submittal Date** \_\_\_\_\_.
- e. Submit a **Project History** summary that includes dates and descriptions of meetings, negotiations, expenditures, commitments, etc.
- f. Submit **Photographs** of the subject property and all surrounding property – not over 8 ½ x 11 inches, but of adequate size to illustrate the condition and physical context of the property under discussion.
- g. Attach any **additional information** as needed.

**Note: A Master Land Use Application is not required.**

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THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Sharon Kaplan  
Applicant (Record Owner) \*

6-23-09  
Date

Sharon Kaple  
Representative

6-23-09  
Date

\* Proof of ownership will be required at the time of application submittal. A recorded grant deed and/or City Clerk's ownership records printout are acceptable.

**Note: A Master Land Use Application is not required.**

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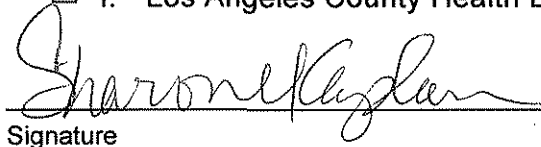
**EXHIBIT A**

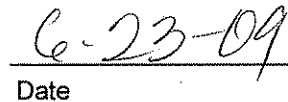
**MEDICAL MARIJUANA DISPENSARY  
BUSINESS INFORMATION FORM**

<b>Business Name</b> Beverly Hills Caregivers, Inc. dba Atwater Alternative Care Collective	<b>Telephone Number</b> (818) 995-3302
<b>Street Address, Unit #</b> 3106 Glendale Blvd.	
<b>City, State, Zip</b> Sharon Kaplan	
<b>Business Owner</b> Sharon Kaplan	<b>Telephone Number</b> (818) 995-3302
<b>Business Operator/Manager</b> Sharon Kaplan	<b>Telephone Number</b> (818) 995-3302

Fill out the information form above and attach the following documents.

- a. City of Los Angeles Tax Registration Certificate
- b. State Board of Equalization seller's permit
- c. Property lease or documentation of ownership
- d. Business insurance
- e. Dispensary membership forms (blank)
- f. Los Angeles County Health Department permit (if needed)

  
Signature

  
Date

I certify that to the best of my knowledge and under the penalty of perjury, that the information contained on this Medical Marijuana Dispensary Business Information Form is correct.

I further certify that to the best of my knowledge and under the penalty of perjury, that attached documents are correct and true.



THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

# CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

## BUSINESS TAX

ISSUED: 4/13/2009

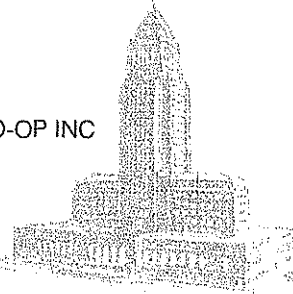
ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0002217905-0001-2	L044	Retail Sales	12/15/2008	Active

ISSUED TO

BEVERLY HILLS CAREGIVERS CO-OP INC

3106 GLENDALE BOULEVARD  
LOS ANGELES, CA 90039-1806

3106 GLENDALE BOULEVARD  
LOS ANGELES, CA 90039-1806



ISSUED BY:

*Christinette D. Christoval*

DIRECTOR OF FINANCE

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS  
FORM 2000 (rev. 6/01) IMPORTANT - READ REVERSE SIDE

P.O. BOX 53200, LOS ANGELES CA 90053-0200

Run Date: 05/07/2009 11:08:59AM

**City of Los Angeles**  
**Non-Confidential Taxpayer Registration Information**  
as of 5/7/2009

**MASTER ACCOUNT NUMBER**  
**0002217905**

**LEGAL NAME:** BEVERLY HILLS CAREGIVERS CO-OP INC  
**DBA:**  
**MAILING ADDRESS:**

**BUSINESS TYPE:** CORPORATION  
**REGISTRATION STATUS:** FULL

**MASTER ACCOUNT STATUS:** ACTIVE  
**REGISTRATION CREATED DATE:** 01/18/2007

ACCOUNT	LEGAL NAME	LOCATION DESCRIPTION	FUND/ CLASS	FCC DESCRIPTION	FCC START DATE	FCC END DATE	PR/SEC NAICS	ENFORCEMENT DISTRICT	COUNCIL DISTRICT	IN CITY
0002217905-0001-2	BEVERLY HILLS CAREGIVERS CO-OP INC	3106 GLENDALE 90039-1806	L044	Retail Sales	12/15/2008			Enforcement District H	Council District 13	
			N005	Tobacco Retailer	11/25/2008					

\*\*\*\*\*END OF REPORT \*\*\*\*\*

DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

CALIFORNIA STATE BOARD OF EQUALIZATION

## SELLER'S PERMIT



ACCOUNT NUMBER

1/31/2007 SR AS 100-858098

BEVERLY HILLS CAREGIVERS CO-OP  
3106 GLENDALE BLVD  
LOS ANGELES, CA 90039-1806

**NOTICE TO PERMITTEE:**  
You are required to obey all Federal and State laws that regulate or control your business. This permit does not allow you to do otherwise.

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION. THIS PERMIT IS VALID ONLY AT THE ABOVE ADDRESS.

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED AND IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES OWED BY THE NEW OPERATOR OF THE BUSINESS.

*Not valid at any other address*

**For general tax questions, please call our Information Center at 800-400-7115.**

**For information on your rights, contact the Taxpayers' Rights Advocate Office at 888-324-2798 or 916-324-2798.**

BOE-442-REV. 15 (2-06)

### A MESSAGE TO OUR NEW PERMIT HOLDER

**As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:**

- Visiting our website at [www.boe.ca.gov](http://www.boe.ca.gov)
- Visiting a district office
- Attending a Basic Sales and Use Tax Law class offered at one of our district offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Information Center at 800-400-7115

**As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. Conversely, you have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,**

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the Board
- You are responsible for following the regulations set forth by the Board

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a Board representative when requested. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a Board office, or giving it to a Board representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with the Board, please contact the Taxpayers' Rights Advocate Office for help by calling toll-free, 888-324-2798 or 916-324-2798. Their fax number is 916-324-3319.

**Please post this permit at the address for which it was issued and at a location visible to your customers.**

STATE BOARD OF EQUALIZATION  
Sales and Use Tax Department



AIR COMMERCIAL REAL ESTATE ASSOCIATION
STANDARD RETAIL/MULTI-TENANT LEASE - NET

1. Basic Provisions ("Basic Provisions").

1.1 Parties: This Lease ("Lease"), dated for reference purposes only MARCH 24, 2009
is made by and between DAN J. MILLER LIVING TRUST AND BARRY N. MARLIN LIVING TRUST
and SHARON KAPLAN, A MARRIED WOMAN

1.2 Premises: That certain portion of the Shopping Center (as defined below), including all improvements therein or to be provided by
Lessor under the terms of this Lease, commonly known by the street address of 3106 GLENDALE BOULEVARD
located in the City of LOS ANGELES, County of LOS ANGELES, State of
CALIFORNIA, with zip code 90039, as outlined on Exhibit A attached hereto ("Premises")
and generally described as (describe briefly the nature of the Premises): APPROXIMATELY 1,000 SF OF A RETAIL CENTER

In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to the Common Areas
(as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have any rights to the roof, exterior walls or utility raceways of the building
containing the Premises ("Building") or to any other buildings in the Shopping Center. The Premises and the Building are situated within the Shopping
Center known as. The Premises, the Building,
the Common Areas and all other buildings and improvements within said Shopping Center, together with the land upon which they are located, are
herein collectively referred to as the "Shopping Center." (See also Paragraph 2)

1.3 Term: TWO (2) years and 0 months ("Original Term")
commencing MAY 1, 2009 ("Commencement Date") and ending APRIL 30, 2011
("Expiration Date"). (See also Paragraph 3)

1.4 Early Possession: If the Premises are available Lessee may have non-exclusive possession of the Premises commencing
UPON MUTUAL EXECUTION OF THE LEASE ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3)

1.5 Base Rent: \$2,900.00 per month ("Base Rent"), payable on the FIRST
day of each month commencing MAY 1, 2009. (See also Paragraph 4)

1.6 Percentage Rent Rate: N/A percent (N/A %) of Gross Sales. Percentage
Rent shall be due and payable in accordance with the provisions of the Percentage Rent Addendum, if any, attached hereto and made a part hereof,
and Paragraph 4 hereof.

1.7 Lessee's Share of Common Area Operating Expenses: EIGHT POINT 52/100 percent (8.52 %)
("Lessee's Share"). In the event that that size of the Premises and/or the Shopping Center are modified during the term of this Lease, Lessor shall
recalculate Lessee's Share to reflect such modification.

1.8 Merchants' Association Annual Dues: \$ per year ("Merchants' Association Dues").
Lessee shall pay Merchants' Association Dues and/or become a member of the Merchants' Association in accordance with the provisions of the
Merchants' Association Addendum, if any, attached hereto.

- 1.9 Base Rent and Other Monies Paid Upon Execution:
(a) Base Rent: \$2,900.00 for the period 05-01-09 - 05-31-09
(b) Common Area Operating Expenses: \$1,000.00 for the period 05-01-09 - 05-31-09
(c) Security Deposit: \$3,900.00 ("Security Deposit"). (See also Paragraph 5)
(d) Merchants' Association Dues: \$N/A for the period N/A
(e) Other: \$N/A for N/A
(f) Total Due Upon Execution of this Lease: \$7,800.00

1.10 Agreed Use: Lessee shall have the right to use the premises for the sole use
of Medical Marijuana Dispensing and complying with Prop.215. and S.B.420 subject to
applicable government approvals. (See also Paragraph 6)

1.11 Agreed Trade Name: (See also Paragraph 6)

1.12 Insuring Party: Lessor is the "Insuring Party". (See also Paragraph 6)

1.13 Real Estate Brokers: (See also Paragraph 15)

(a) Representation: The following real estate brokers (the "Brokers") and brokerage relationships exist in this transaction

(check applicable boxes):

- [X] CENTERS BUSINESS MANAGEMENT represents Lessor exclusively ("Lessor's Broker");
[ ] represents Lessee exclusively ("Lessee's Broker"); or
[ ] represents both Lessor and Lessee ("Dual Agency").

(b) Payment to Brokers: Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the
brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of or % of the
total Base Rent) for the brokerage services rendered by the Brokers.

1.14 Guarantor: The obligations of the Lessee under this Lease are to be guaranteed by
("Guarantor"). (See also Paragraph 37)

1.15 Attachments. Attached hereto are the following, all of which constitute a part of this Lease:

- [ ] an addendum consisting of Paragraphs 54 through 55
[X] a site plan marked Exhibit A, depicting the Premises;
[ ] a site plan marked Exhibit, depicting the Shopping Center;
[ ] a current set of Rules and Regulations for the Shopping Center;
[ ] a current set of the Sign Criteria for the Shopping Center;

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- a work letter;  
 other (specify): \_\_\_\_\_

2. Premises.

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. NOTE: Lessee is advised to verify the actual size prior to executing this Lease.

2.2 **Condition.** Lessor shall deliver the Premises to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("Start Date"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within 30 days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("HVAC"), loading doors, if any, and all other such elements in the Premises, other than those constructed by Lessee, shall be in good operating condition on said date and that the structural elements of the roof, bearing walls and foundation of the Premises shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Premises. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls).

2.3 **Compliance.** Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes that were in effect at the time that each such improvement, or portion thereof, was constructed, and also with all applicable laws, covenants or restrictions of record, regulations, and ordinances in effect on the Start Date ("Applicable Requirements"). Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 5), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning, are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed. If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises and/or Building ("Capital Expenditure"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee 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 Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements.** Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant.** The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking.** Lessee shall not use and shall not permit its employees to use any parking spaces in the Shopping Center except for parking by vehicles that are no larger than full-size passenger automobiles or pick-up trucks, herein called "Permitted Size Vehicles." Lessee shall permit its employees to only occupy those parking spaces, if any, as depicted on employee parking spaces on the Shopping Center site plan. Lessor may regulate the loading and unloading of vehicles by adapting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition:

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.

(b) Lessee shall not service or store any vehicles in the Common Areas.

(c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

(d) Lessee, its agents, employees, licensees and sub-lessees shall not park their vehicles within said common and parking areas.

2.7 **Common Areas - Definition.** The term "Common Areas" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Shopping Center and interior utility raceways and installations within the Premises that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Shopping Center and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas.

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2.8 **Common Areas - Lessee's Rights.** Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Shopping Center. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas, nor the right to display merchandise or conduct sales in the Common Areas. Any such storage, display or sales shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, as exercised in Lessor's sole discretion, which consent may be revoked at any time. In the event that any unauthorized storage or displays shall occur then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations.** Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations ("Rules and Regulations") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Shopping Center and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes.** Lessor shall have the right, in Lessor's sole discretion, from time to time:  
(a) To make changes or additions to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, elevators, landscaped areas, signage, walkways and utility raceways;

(b) To use and close temporarily any of the Common Areas for the purpose of maintaining, repairing and altering the Shopping Center, so long as reasonable access to the Premises remains available, and to close temporarily any of the Common Areas to whatever extent is required in the opinion of Lessor's counsel to prevent a dedication of or the accrual of any rights of any persons or of the public to any of the Common Areas;

(c) To designate other land outside the boundaries of the Shopping Center to be a part of the Common Areas or to be entitled to use the Common Areas on a reciprocal basis;

(d) To add additional buildings and improvements to the Common Areas; and  
(e) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Shopping Center as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

2.11 **Common Areas - Promotional Events; Sidewalk Sales.** Lessor reserves the right, from time to time, in Lessor's sole discretion, to utilize portions of the Common Areas for promotional events, which may include but shall not be limited to entertainment. Lessor further reserves the right, in Lessor's sole discretion, to permit any one or more tenants of the Shopping Center to conduct the display and/or sale of merchandise from the sidewalks immediately adjacent to such tenants' respective premises.

2.12 **Common Areas - Remodeling.** At any time during the Term, Lessor may remodel or expand, in any manner, the existing Shopping Center, which work may include, without limitation, the addition of shops and/or new buildings to the Shopping Center (collectively, "Remodeled Center"). If Lessor deems it necessary for construction personnel to enter the Premises in order to construct the Remodeled Center, Lessor shall give Lessee no less than 60 days prior notice and Lessee shall allow such entry. Lessor shall use reasonable efforts to complete any work affecting the Premises in an efficient manner so as not to interfere unreasonably with Lessee's business. Lessee shall not be entitled to any damages for any inconvenience or any disruption to Lessee's business caused by such work; provided, however, the Base Rent paid by Lessee for the period of the inconvenience shall be abated in proportion to the degree that Lessee's use of the Premises is impaired. Lessor shall have the right to use portions of the Premises to accommodate any structures required for the Remodeled Center, provided that if as a result thereof there is a permanent decrease in the floor area of the Premises of 3% or more, there shall be a proportionate downward adjustment of Base Rent and Lessee's Share.

### 3. Term.

3.1 **Term.** The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession.** Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If an Early Possession Date has been specified in Paragraph 1.4, the Parties intend that Lessee shall have access to the Premises as of the Early Possession Date for purposes of preparing and furnishing the Premises for the conduct of Lessee's business. If Lessee totally or partially occupies the Premises prior to the Commencement Date for any reason (and for purposes hereof, "occupancy" shall include, without limitation, Lessee's entry onto the Premises for purposes of preparing and furnishing the Premises for business), the obligation to pay Base Rent and Percentage Rent shall be abated for the period of such early possession. All other terms of this Lease (including but not limited to Lessee's obligations to carry insurance and to maintain the Premises) shall be in effect during such period, except that Lessee's obligation to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums shall only be in effect prior to the Commencement Date if Lessee has opened for business in the Premises prior to the Commencement Date. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession.** Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Start Date. If, despite said efforts, Lessor is unable to deliver possession as agreed, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of the delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. Except as otherwise provided, if possession is not tendered to Lessee by the Commencement Date and Lessee does not terminate this Lease, as aforesaid, any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession of the Premises is not delivered within 4 months after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance.** Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.6). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

### 4. Rent.

4.1 **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("Rent").

4.2 **Common Area Operating Expenses.** Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent and, if applicable, Percentage Rent, Lessee's Share (as specified in Paragraph 1.7) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:

(a) "Common Area Operating Expenses" are defined, for purposes of this Lease, as all costs incurred by Lessor relating to the ownership and operation of the Shopping Center, including, but not limited to, the following:

(i) The operation, repair and maintenance, in neat, clean, good order and condition, and replacement as reasonably necessary, of the following:

(aa) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, parking lot striping, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, and roof drainage systems.

(bb) Exterior signs and any tenant directories.

(cc) Any fire detection and/or sprinkler systems.

(dd) Common electrical, plumbing and other utilities servicing any building in the Shopping Center and/or the Common Areas.

(ii) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately metered.

(iii) The cost of trash disposal, pest control services, property management (including, but not be limited to, a

  
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property management fee to Lessor equal to 5% of Base Rent and Percentage Rent, security services, and the costs of any environmental inspections.

- (iv) Reserves set aside for equipment, maintenance, repair and replacement of Common Areas.
- (v) Real Property Taxes (as defined in Paragraph 10).
- (vi) The cost of the premiums for the insurance maintained by Lessor pursuant to Paragraph 8.
- (vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.
- (viii) Auditors', accountants' and attorneys' fees and costs related to the operation of the Shopping Center.
- (ix) The cost of any capital improvement to the Building or the Shopping Center not covered under the provisions of

Paragraph 2.3; provided, however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month.

(x) The cost of any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.

(b) If Lessor determines that the method of proration of any item included within Common Area Operating Expenses is inequitable, Lessor may prorate such item on the basis of usage or other equitable considerations. Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Premises, the Building or to any other premises or building in the Shopping Center or to the operation, repair and maintenance thereof shall be allocated entirely to such premises or building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to any premises or building or to the operation, repair and maintenance thereof shall be equitably allocated by Lessor to all buildings in the Shopping Center.

(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Shopping Center already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(d) Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses incurred during the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.

(e) If there are one or more Major Tenants (as hereinafter defined) within the Shopping Center, then at Lessor's sole option, the amount to be reimbursed by such Major Tenants to Lessor for all or a portion of the Common Area Operating Expenses may be determined by alternative equitable methods (e.g., a Major Tenant may pay directly for its own security), and the actual amount paid by such Major Tenants shall be credited against the Common Area Operating Expenses allocated to other tenants of the Shopping Center; provided, however, that in such event the rentable area of the buildings leased to such Major Tenants shall be excluded from the rentable area of the Shopping Center for purposes of determining Lessee's Share of Common Area Operating Expenses for those specific items, notwithstanding the percentage set forth in Paragraph 1.7. As used herein, the term "Major Tenant" shall mean a tenant leasing at least 15,000 square feet of rentable area within the Shopping Center.

(f) Common Area Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.

4.3 Payment. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease.

6. Use.  
6.1 Use.

(a) Agreed Use; Agreed Trade Name. Lessee shall use and occupy the Premises only for the Agreed Use, and for no other purpose, and Lessee shall operate at the Premises only under the Agreed Trade Name and under no other trade name. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvement on the Premises or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Premises, and/or is not in conflict with or incompatible with the existing or proposed uses (whether or not exclusive) of other occupants of the Shopping Center. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Trade Name, so long as the same is not in conflict with or incompatible with the nature and character of the Shopping Center or other existing or proposed uses of other occupants of the Shopping Center. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use and/or Agreed Trade Name.

(b) Continuous Operation. Lessee shall continuously (i) operate and conduct the Agreed Use under the Agreed Trade Name within the entire Premises in a reputable manner and in conformity with industry standards of practice prevailing in the field of business among merchants engaged in the same or similar business in the city in which the Premises are located, (ii) staff the Premises with sufficient sales personnel, stock the Premises with adequate merchandise and exercise sound business practices so as to maximize Gross Sales for the benefit of Lessor. At a minimum, Lessee shall keep the Premises continuously open for business Monday through Friday from 9:00 a.m. to 6:00 p.m., Saturday from 9:00 a.m. to 6:00 p.m., and Sunday from 10:00 a.m. to 6:00 p.m. If Lessee fails to comply with the requirements of this Paragraph 6.1(b), then in addition to any and all other rights and remedies of Lessor, Lessee shall pay to Lessor an amount equal to 1/15th of the Base Rent for each day or portion thereof that Lessee fails to so comply. Such sum shall be in addition to, and not a part of, the Base Rent otherwise due under this Lease.

(c) Violations of Exclusive Use Rights. Lessee acknowledges that Lessor may grant, or may have previously granted, exclusive use rights to other tenants of the Shopping Center and agrees that a material consideration to Lessor in entering into this Lease is Lessee's covenant to limit its use of the Premises to the Agreed Use under the Agreed Trade Name as set forth above. Lessee's violation of exclusive use rights granted to other tenants of the Shopping Center will result in Lessor suffering irreparable harm and, therefore, in addition to all other rights and remedies available to Lessor, Lessor may seek to enjoin Lessee's breach of such covenant and Lessee shall be liable for any damages incurred or sustained by Lessor to such other tenants whose exclusive use rights are breached by Lessee. In no event shall Lessor be liable to Lessee for any failure of any other tenants of the Shopping Center to operate their businesses, or for any loss or damage that may be occasioned by or through the acts or omissions of other tenants or third parties.

(d) Other Tenancies. Lessor, at its sole discretion, reserves the absolute right to establish procedures to control other

  
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tenancies in the Shopping Center. Regardless of whether any specific tenants are shown on any site plan attached hereto, Lessee does not rely on that fact, nor does Lessor represent that any specific tenant or number or type of tenants shall or shall not during the Term occupy any portion of the Shopping Center, nor does Lessee rely on any other tenant operating its business in the Shopping Center at any particular time or times. Further, no conduct by any tenant, subtenant or other occupant of, or any customer of, or any supplier to or use of any portion of the Shopping Center shall constitute an eviction, constructive or otherwise, of Lessee from the Premises, and Lessee hereby waives any and all claims that it might otherwise have against Lessor by reason thereof.

## 6.2 Hazardous Substances.

(a) **Reportable Uses Require Consent.** The term "Hazardous Substance" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Shopping Center not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which are suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(a)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to such Requirements, without regard to whether said Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance.** Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting the condition of the Premises and for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (MSDS) to Lessor within 10 days of the receipt of written request therefor.

## 7. Maintenance; Repairs, Utility Installations; Trade Fixtures and Alterations.

### 7.1 Lessee's Obligations.

(a) **In General.** Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure

  
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vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

(b) **Service Contracts.** Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, and (iii) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform.** If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement.** Subject to Lessee's Indemnification of Lessor set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (i.e., 1/144th of the cost per month). Lessee shall pay interest on the unamortized balance but may prepay its obligation at any time.

**7.2 Lessor's Obligations.** Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Common Area Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises. Lessee expressly waives the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

**7.3 Utility Installations; Trade Fixtures; Alterations.**

(a) **Definitions.** The term "Utility Installations" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "Trade Fixtures" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "Lessee Owned Alterations and/or Utility Installations" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 100% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Lien; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialman's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

**7.4 Ownership; Removal; Surrender; and Restoration.**

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per Paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if this Lease is for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee Owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises), even if such removal would require Lessee to perform or pay for work that exceeds statutory requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

**8. Insurance; Indemnity.**

**8.1 Payment of Premiums.** The cost of the premiums for the insurance policies required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), shall be a Common Area Operating Expense. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

**8.2 Liability Insurance.**

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity

  
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obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) Carried by Lessor. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

### 8.3 Property Insurance - Building, Improvements and Rental Value.

(a) Building and Improvements. Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-tenant, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$1,000 per occurrence.

(b) Rental Value. Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value Insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) Adjacent Premises. Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Shopping Center if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) Lessee's Improvements. Since Lessor is the insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

### 8.4 Lessee's Property; Business Interruption Insurance.

(a) Property Damage. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations. Lessee shall provide Lessor with written evidence that such insurance is in force.

(b) Business Interruption. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) No Representation of Adequate Coverage. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 Insurance Policies. Insurance required herein shall be by companies duly licensed or admitted to transact business in the state where the Premises are located, and maintaining during the policy term a "General Policyholders Rating" of at least A-, VI, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 Waiver of Subrogation. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 Indemnity. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 Exemption of Lessor and its Agents from Liability. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Shopping Center, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 Failure to Provide Insurance. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

## 9. Damage or Destruction.

### 9.1 Definitions.

(a) "Premises Partial Damage" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total. Notwithstanding the foregoing, Premises Partial Damage shall not include damage to windows, doors, and/or other similar items which Lessee has the responsibility to repair or replace pursuant to the provisions of Paragraph 7.1.

(b) "Premises Total Destruction" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "Insured Loss" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "Replacement Cost" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "Hazardous Substance Condition" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises or Common Areas which requires restoration.

9.2 **Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total Replacement Cost of which is \$10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full Replacement Cost Insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss.** If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction.** Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term.** If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Damage to Shopping Center.** In the event of any damage or destruction to other portions of the Building or to any other buildings in the Shopping Center, whether insured or uninsured (and whether or not there is also damage or destruction to the Premises), which cannot reasonably be repaired in 6 months or less from the date of the damage or destruction, Lessor may either (i) repair such damage or destruction as soon as reasonably possible without expense to Lessee, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage or destruction. Such termination shall be effective 60 days following the date of such notice.

9.7 **Abatement of Rent; Lessee's Remedies.**

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Base Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impeded, but not to exceed the proceeds received from the Rental Value Insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor shall be obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 60 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.8 **Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. **Real Property Taxes.**

10.1 **Definition.** As used herein, the term "Real Property Taxes" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Shopping Center, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Shopping Center address and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Shopping Center is located. The term "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Shopping Center, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.

10.2 **Payment of Taxes.** Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Shopping Center, and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements.** Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Shopping Center by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request, or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment.** If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes.** Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

  
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11. **Utilities and Services.** Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. To the extent any such utilities and/or services are not separately metered, Lessee shall pay Lessee's Share thereof in accordance with Paragraph 4.2. Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

12. **Assignment and Subletting.**

12.1 **Lessor's Consent Required.**

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assign or assignment") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "Net Worth of Lessee" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(c), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent and Percentage Rent Rate to 110% of the Base Rent and Percentage Rent Rate then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, i.e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting.**

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefore to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to atton to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. **Default; Breach; Remedies.**

13.1 **Default; Breach.** A "Default" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The vacating or abandonment of the Premises. Lessee shall be deemed to have vacated the Premises if Lessee ceases to continuously operate its business in the Premises for a period of 6 consecutive days.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

  
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(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the recission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material data safety sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 Remedies. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of retelling, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (ii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover damages under Paragraph 12. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 Inducement Recapture. Any agreement for free or abated rent or other charges, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "Inducement Provisions", shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 Late Charges. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 Interest. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due as to scheduled payments (such as Base Rent and Percentage Rent) or within 30 days following the date on which it was due for non-scheduled payment, shall bear interest from the date when due, as to scheduled payments, or the 31st day after it was due as to non-scheduled payments. The Interest ("Interest") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

#### 13.6 Breach by Lessor.

(a) Notice of Breach. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) Performance by Lessee on Behalf of Lessor. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise

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of said power (collectively "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Premises, or more than 25% of the parking spaces situated within the parking area, is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking for in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

16. **Brokerage Fees:**

16.1 **Additional Commission.** In addition to the payments owed pursuant to Paragraph 1.43 above, and unless Lessor and the Brokers otherwise agree in writing, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then Lessor shall pay Brokers a fee in accordance with the schedule of the Brokers in effect at the time of the execution of this Lease.

16.2 **Assumption of Obligations.** Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.43, 16, 22 and 31. If Lessor fails to pay to Brokers any amounts due as end for brokerage fees pertaining to this Lease when due, then such amounts shall accrue interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and effect such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessee's Broker for the limited purpose of collecting any brokerage fee owed.

16.3 **Representations and Indemnities of Broker Relationships.** Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any) in connection with this Lease, and that no one other than said named Brokers is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. **Estoppel Certificates.**

(a) Each Party (as "Responding Party") shall within 10 days after written notice from the other Party (the "Requesting Party") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "Estoppel Certificate" form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrances may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **Definition of Lessor.** The term "Lessor" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days.** Unless otherwise specifically indicated to the contrary, the word "days" as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability.** The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. **No Prior or Other Agreements; Broker Disclaimer.** This Lease contains all agreements between the Parties with respect to any matter mentioned herein; and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. **Notices.**

23.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means shall be deemed delivered upon telephone confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. **Waivers.**

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition

  
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hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of moneys or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. **Disclosures Regarding The Nature of a Real Estate Agency Relationship.**

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) **Lessor's Agent.** A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: To the Lessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) **Lessee's Agent.** An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations, To the Lessee: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. To the Lessor and the Lessee: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) **Agent Representing Both Lessor and Lessee.** A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not without the express permission of the respective Party, disclose to the other Party that the Lessor will accept rent in an amount less than that indicated in the listing or that the Lessee is willing to pay a higher rent than that offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. **No Right to Holdover.** Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent and Percentage Rent Rate shall be increased to 150% of the Base Rent and Percentage Rent Rate applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. **Covenants and Conditions; Construction of Agreement.** All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. **Binding Effect; Choice of Law.** This Lease shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

30. **Subordination; Attornment; Non-Disturbance.**

30.1 **Subordination.** This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "Security Devices"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "Lender") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment.** In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance.** With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "Non-Disturbance Agreement") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing.** The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. **Attorneys' Fees.** If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to

  
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decision or judgment. The term, "Prevailing Party" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

32. **Lessor's Access; Showing Premises; Repairs.** Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. **Auctions:** Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent, which consent shall be granted or denied at Lessor's sole discretion.

34. **Signs.** Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. All signs must comply with all Applicable Requirements. Lessee shall not place, construct, or maintain on the glass panes or supports of the show windows of the Premises, the doors, exterior walls or the roof of the Building, or anywhere else within the Shopping Center outside of the Premises, or on any interior portions of the Premises that are visible from the exterior of the Premises, any signs, advertisements, names, insignia, trademarks, descriptive material or any other items without Lessor's prior written consent, which consent shall be granted or denied at Lessor's sole discretion. Lessor shall designate the size, shape, color, design, and location of all exterior sign(s) to be installed by Lessee, and Lessee shall, at Lessee's sole cost and expense, fabricate, construct and install all such sign(s) in full compliance with Lessor's designation and in accordance with the Sign Criteria for the Shopping Center attached hereto, if any. Lessee agrees to submit plans and specifications for Lessee's sign(s) for Lessor's written approval within 30 days after the full execution hereof and to install such sign(s) prior to opening for business at the Premises. Lessor, at Lessee's cost, may remove any item placed, constructed or maintained in, upon or about the Premises or Shopping Center which does not comply with this paragraph. In the event there is a pole, pylon or monument sign for the Shopping Center, Lessor shall have the right, but not the obligation, to install lettering designating Lessee's business on such sign, at Lessee's expense, with Lessor's approval of location, size, style and color. All signs that are permanently attached to the Premises or Building shall become the property of Lessor at the expiration or earlier termination hereof; provided, however, that Lessee shall promptly remove all such signs if Lessor so elects, and Lessee shall promptly repair all damage caused by such removal. Lessee shall not place, construct or maintain in, upon or about the Premises any search lights, flashing lights, loudspeakers, phonographs or other visual or audio media.

35. **Termination; Merger.** Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. **Consents.** Except as otherwise provided herein, whenever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. In those express instances where consent is within the sole discretion of a party, the party shall have no obligation to adhere to a standard of reasonableness. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. **Guarantor.**

37.1 **Execution.** The Guarantors, if any, shall each execute a guaranty in the form most recently published by the AIR Commercial Real Estate Association.

37.2 **Default.** It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. **Quiet Possession.** Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. **Options.** If Lessee is granted an option, as defined below, then the following provisions shall apply.

39.1 **Definition.** "Option" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee.** Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options.** In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options.**

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. **Security Measures.** Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises. Lessee, its agents and invitees and their property from the acts of third parties. While Lessor does not assume any responsibility to provide any security measures or any liability for failure to provide security measures or for any inadequacy thereof, Lessor shall have the authority to institute or continue such security measures as Lessor in its sole discretion deems necessary or appropriate from time to time, the cost and expenses of which shall be considered Common Area Operating Expenses. To the degree directed by Lessor, Lessee shall coordinate its security measures at the Premises with the security measures instituted by Lessor, if any.

41. **Reservations.** Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, and (iii) to create and/or install new utility raceways, so long as

  
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such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

42. **Building Planning.** Lessor shall have the right at any time or times, upon giving Lessee not less than 60 days prior written notice, to provide and furnish Lessee with space of comparable visibility located elsewhere within any of the buildings within the Shopping Center and to move Lessee into such new space, provided that the usable area of such new space is not less than the usable area of the Premises and provided that all of Lessee's reasonable out-of-pocket moving expenses (including but not limited to the cost of moving Lessee's personal property, the cost of repainting Lessee's stationary or other business materials with the new address, and the cost to relocate and reinstall tenant improvements and Lessee's telecommunications and computer equipment) shall be paid by Lessor, and provided further that Lessor shall construct at Lessor's expense such improvements to such new space as shall be necessary to place it in a condition that is substantially comparable to the Premises. Except as provided in the immediately preceding sentence, Lessor shall have no obligation to improve such space or pay any other expenses incurred by Lessee as a result of such relocation. On such relocation, the terms and conditions of this Lease shall remain in full force and effect, including but not limited to the Base Rent payable hereunder and Lessee's Share (even if the usable area of such relocated Premises is in excess of the usable area of the Premises), except that the Premises shall be in such new location. Upon Lessor's request, the Parties shall execute an amendment to this Lease in form required by Lessor confirming the relocation of the Premises to such new location. If the new space does not meet with Lessee's approval, which approval Lessee shall give or withhold in accordance with Paragraph 36, Lessee shall have the right to cancel this Lease by giving Lessor written notice thereof within 15 days of receipt of Lessor's notification of its intent to relocate Lessee. Lessee's failure to give such notice within such 15 day period shall be deemed Lessee's approval of the new space. If timely notice is given by Lessee, then this Lease shall terminate unless Lessor rescinds Lessor's prior notice of its intent to relocate Lessee within 10 days after Lessor's receipt of Lessee's notice of cancellation.

43. **Performance Under Protest.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

44. **Authority; Multiple Parties; Execution.**

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

45. **Conflict.** Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

46. **Offer.** Preparation of this Lease by either Party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

47. **Amendments.** This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

48. **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

49. **Arbitration of Disputes.** An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease  is  is not attached to this Lease.

50. **Americans with Disabilities Act.** Since compliance with the Americans with Disabilities Act (ADA) is dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in ADA compliance, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

50. Lessee hereby agrees that Lessor shall have the right to terminate this lease upon giving Lessee not less than sixty days written notice to Lessee if Lessor receives any notice from any governing agency notifying the Lessor that the premises are being used for illegal activities and/or the operation of any business is in violation of any Federal or State Law(s). An example of one such letter is attached as Exhibit B. Further, if Lessor desires to sell or refinance the property and the existence of Lessee's business within the Shopping Center is unacceptable to a potential buyer or lender then Lessor shall have the right to terminate this lease upon giving Lessee not less than sixty days written notice to Lessee. Further, Lessee hereby agrees that in the event the local community is against Lessee's business operation, then Lessor shall have the right to terminate this lease upon giving Lessee not less than sixty days written notice.

50A. Lessee may terminate this Lease upon receipt of written notice from a governing agency stating that Lessee's use is no longer legal. Lessee shall give Lessor thirty days written notice and copy of the original notice from the governing agency of its intent to terminate this lease. Lessee will compensate Lessor the equivalent of two (2) months rent and any prorated commissions (based upon 6% of the monthly rent).

51. Lessee understands and agrees that along with governing agencies, Lessor shall approve all signage. Lessee further agrees that their signage and window displays will not contain any pictures of marijuana, marijuana leaves or any advertisement of marijuana.

52. Lessee shall not permit any loitering upon the premises or nearby in the parking lot.

  
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53. Neither Owner nor Broker make any representation that the premises are permitted for Lessee's use. Lessee is fully responsible for obtaining all permits to operate its intended use.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR COMMERCIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEE ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
  2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.
- WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: ENCINO, CA  
On: 4-6-2007

By LESSOR:  
DAN J. MILLER LIVING TRUST AND  
BARRY N. MARLIN LIVING TRUST

By LESSEE:  
SHARON KAPLAN, A MARRIED WOMAN

By: [Signature]  
Name Printed: DAN J. MILLER  
Title: \_\_\_\_\_

By: [Signature]  
Name Printed: SHARON KAPLAN  
Title: \_\_\_\_\_

By: [Signature]  
Name Printed: BARRY N. MARLIN  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: C/O CENTERS BUSINESS MANAGEMENT  
1517 S. SEPULVEDA BOULEVARD  
LOS ANGELES, CA 90026

Address: 4626 WHITE OAK AVENUE  
ENCINO, CA 91316  
Telephone: (818) 995-3302  
Facsimile: (818) 995-3066  
Federal Id No. \_\_\_\_\_

Telephone: (310) 575-1517  
Facsimile: (310) 575-1147  
Federal ID No. \_\_\_\_\_

BROKER:

BROKER:

Att: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: ( ) \_\_\_\_\_  
Facsimile: ( ) \_\_\_\_\_  
Email: \_\_\_\_\_  
Federal ID No.: \_\_\_\_\_

Att: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: ( ) \_\_\_\_\_  
Facsimile: ( ) \_\_\_\_\_  
Email: \_\_\_\_\_  
Federal ID No.: \_\_\_\_\_

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 800 W 6th Street, Suite 800, Los Angeles, CA 90017. Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.

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[Signature]  
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[Signature]  
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## LANDLORD AND TENANT ACKNOWLEDGMENTS ADDENDUM

Date: MARCH 24, 2008

By and Between (Lessor) DAN J. MILLER LIVING TRUST AND BARRY N. MARLIN LIVING TRUST  
(Lessee) SHARON KAPLAN, A MARRIED WOMAN

Address of Premises: 3106 GLENDALE BOULEVARD  
LOS ANGELES, CA 90039

### Paragraph 55

A. **CONSULT YOUR ATTORNEY.** All preliminary negotiations and agreements of whatever kind or nature are only those as merged within the above referenced Lease agreement, and there are no oral agreements or implied covenants by the owner, employees, or agents thereof. The party(s) acknowledge that this agreement may have been filled in by Center Business Management, Inc. (hereinafter "Broker"), or submitted by an alternate party(s) through the Broker's office. Any alterations and/or filling in of same, have been so prepared for submission by you and your attorney; as such, all parties are advised and encouraged by Broker to contact their attorney as to any questions that may exist prior to the execution of same. No warranties, recommendations, or representations are made by Broker as to the accuracy, the legal sufficiency, legal effect, or tax consequences of the Lease agreement.

B. **FINANCIAL STATEMENTS, REPORTS, ETC.** Any financial statements, information, reports, materials, etc., provided to Broker, and submitted by Broker to alternate party(s), are so provided without any independent investigation by Broker; as such, Broker assumes no responsibility for the accuracy or validity of same. Any verification, credit checking, etc., are the sole responsibility of Landlord. Broker makes no representation to Landlord as to any prospective tenant's business ability or credit worthiness, as such, the decision to either consummate this Lease, or not, is Landlord's sole decision.

C. **NO-USE WARRANTIES.** Landlord and Tenant acknowledge that Broker has made no representations to Tenant or Landlord as to the ability of Tenant to carry on its proposed business in or on the Premises, and Tenant is relying upon Tenant's independent investigation that the Premises are suitable for Tenant's intended purposes.

D. **HAZARDOUS WASTE.** Tenant and Landlord acknowledge that extensive local, state, and federal legislation establish broad liability upon owners and/or users of real property for the investigation and remediation of Hazardous Substance Conditions. The determination of the existence of Hazardous Substance Conditions and the evaluation of the impact of such a condition are highly technical and beyond the expertise of Broker. Tenant and Landlord acknowledge that they have been advised by Broker to consult their own technical and legal experts with respect to the possible Hazardous Substance Conditions affecting the premises or adjoining properties, and Tenant and Landlord are not relying upon any investigation by or statement by Broker with respect thereto. Broker shall not be held responsible for the impact of such Hazardous Substance Conditions upon the respective interests of Tenant and Landlord herein.

  
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RENT ADJUSTMENT(S)
STANDARD LEASE ADDENDUM

Dated MARCH 24, 2009

By and Between (Lessor) DAN J. MILLER LIVING TRUST AND BARRY N. MARLIN
LIVING TRUST

(Lessee) SHARON KAPLAN, A MARRIED WOMAN

Address of Premises: 3106 GLENDALE BOULEVARD
LOS ANGELES, CA 90039

Paragraph 54

A. RENT ADJUSTMENTS:

The monthly rent for each month of the adjustment period(s) specified below shall be increased using the method(s) indicated below:
(Check Method(s) to be Used and Fill in Appropriately)

I. Cost of Living Adjustment(s) (COLA)

a. On (Fill in COLA Dates): MAY 1, 2010

the Base Rent shall be adjusted by the change, if any, from the Base Month specified below, in the Consumer Price Index of the Bureau of Labor
Statistics of the U.S. Department of Labor for (select one): CPI W (Urban Wage Earners and Clerical Workers) or CPI U (All Urban Consumers),
for (Fill in Urban Area):

LOS ANGELES, RIVERSIDE, ORANGE COUNTY

All Items

(1982-1984 = 100), herein referred to as "CPI".

b. The monthly rent payable in accordance with paragraph A.i.a. of this Addendum shall be calculated as follows: the Base Rent set forth in
paragraph 1.5 of the attached Lease, shall be multiplied by a fraction the numerator of which shall be the CPI of the calendar month 2 months prior to
the month(s) specified in paragraph A.i.a. above during which the adjustment is to take effect, and the denominator of which shall be the CPI of the
calendar month which is 2 months prior to (select one): the first month of the term of this Lease as set forth in paragraph 1.3 ("Base Month") or
(Fill in Other "Base Month"): The sum so calculated shall
constitute the new monthly rent hereunder, but in no event, shall any such new monthly rent be less than the rent payable for the month immediately
preceding the rent adjustment.

c. In the event the compilation and/or publication of the CPI shall be transferred to any other governmental department or bureau or
agency or shall be discontinued, then the index most nearly the same as the CPI shall be used to make such calculation. In the event that the Parties
cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the
then rules of said Association and the decision of the arbitrators shall be binding upon the parties. The cost of said Arbitration shall be paid equally by
the Parties.

ii. Market Rental Value Adjustment(s) (MRV)

a. On (Fill in MRV Adjustment Date(s):

the Base Rent shall be adjusted to the "Market Rental Value" of the property as follows:

1) Four months prior to each Market Rental Value Adjustment Date described above, the Parties shall attempt to agree upon what the
new MRV will be on the adjustment date. If agreement cannot be reached within thirty days, then:

(a) Lessor and Lessee shall immediately appoint a mutually acceptable appraiser or broker to establish the new MRV within
the next 30 days. Any associated costs will be split equally between the Parties, or

(b) Both Lessor and Lessee shall each immediately make a reasonable determination of the MRV and submit such
determination, in writing, to arbitration in accordance with the following provisions:

(i) Within 15 days thereafter, Lessor and Lessee shall each select an appraiser or broker ("Consultant" -
check one) of their choice to act as an arbitrator. The two arbitrators so appointed shall immediately select a third mutually acceptable Consultant to act
as a third arbitrator.

(ii) The 3 arbitrators shall within 30 days of the appointment of the third arbitrator reach a decision as to what the
actual MRV for the Premises is, and whether Lessor's or Lessee's submitted MRV is the closest thereto. The decision of a majority of the arbitrators
shall be binding on the Parties. The submitted MRV which is determined to be the closest to the actual MRV shall thereafter be used by the Parties.

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/22/2009

<b>PRODUCER</b> WCFL Insurance Services 1022 Grand Ave Carlsbad, CA 92008  Phone: (760) 585-0200 Fax: (760) 720-4900	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
<b>INSURED</b> ATWATER ALTERNATIVE CAREGIVERS MR. LEE KASPER 3106 GLENDALE BLVD. LOS ANGELES, CA 90039	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Landmark American Insurance Co</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Landmark American Insurance Co		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
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INSURER A: Landmark American Insurance Co													
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADDL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS												
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC	LBA047526-00	5/14/2009	5/14/2010	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (EA OCCURRENCE)</td><td>\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ Excluded</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COM/PROP AGG</td><td>\$ Excluded</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (EA OCCURRENCE)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ Excluded	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COM/PROP AGG	\$ Excluded
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		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED* (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input type="checkbox"/>				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$				
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E.L. DISEASE - POLICY LIMIT	\$																	
		OTHER																

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Proof of Insurance.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Pauline Beck</i>
---------------------------	---

**AACC**  
**COLLECTIVE MEMBERSHIP AGREEMENT**

Atwater Alternative Care Collective ("Collective") is dedicated to providing our members with the highest level of quality service pursuant to the Compassionate Use Act (Health & Safety Code 11362.5, et. seq.). This agreement contains member requirements and guidelines to ensure compliance with the Compassionate Use Act and to ensure the safety of our members.

Member Name (Print): \_\_\_\_\_

Home Address: \_\_\_\_\_

City, Zip Code: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Physician Information (Name): \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

**ALL PROSPECTIVE MEMBERS' STATUS AS QUALIFIED PATIENTS OR PRIMARY CAREGIVERS MUST BE VERIFIED PRIOR TO ACCEPTANCE INTO COLLECTIVE. IN THE EVENT THAT A PATIENT'S STATUS CANNOT BE VERIFIED IMMEDIATELY, COLLECTIVE WILL CONTACT THE PROSPECTIVE MEMBER TO ADVISE OF CONFIRMATION. POSSESSION OF A VALID, COUNTY-ISSUED MEDICAL MARIJUANA IDENTIFICATION CARD SATISFIES THIS REQUIREMENT.**

\_\_\_\_\_(INITIAL HERE) \_\_\_\_\_(Verified) \_\_\_\_\_(Exp. Date)

**IF ACCEPTED INTO COLLECTIVE, MEMBERS AGREE TO PROVIDE A COPY OF THEIR RECOMMENDATION OR IDENTIFICATION CARD TO COLLECTIVE. MEMBERS AGREE TO PROVIDE CURRENT CONTACT INFORMATION TO COLLECTIVE WHICH MUST BE KEPT CURRENT AT ALL TIMES. FAILURE TO MAINTAIN CURRENT CONTACT INFORMATION SHALL RESULT IN TERMINATION OF MEMBERSHIP.**

\_\_\_\_\_(INITIAL HERE)

**\*TURN SHEET OVER  
\*MORE ON BACK**

Members of Collective must contribute money, labor or resources in exchange for membership. Such contributions being necessary to conduct the day to day operations of Collective for the mutual benefit of its' members. Any member who wishes to cultivate marijuana for the benefit of Collective and its' members may do so, however, said member must be in possession of a grower certificate to ensure that the amount cultivated is consistent with the needs of Collective and its' members, as well as compliant with local ordinances that may effect the member's ability to cultivate marijuana at a given location. Additionally, compensation to any member growing on behalf of Collective will be limited to reimbursement of reasonable overhead and operating expenses.

\_\_\_\_\_(INITIAL HERE)

Members of Collective agree and assign agency rights to Collective for the limited purpose of assisting each member in obtaining legally cultivated marijuana and for purposes of growing medication for the member's benefit. Collective may be required to purchase, possess, transport and cultivate marijuana on member's behalf and limited authority is granted to collective for this purpose.

\_\_\_\_\_(INITIAL HERE)

Members of Collective agree and understand that all medicine obtained is for medical use only and may not be diverted for non-medical use or for use by a non-member of Collective. Any member who diverts marijuana for any non-medical use or use by a non-member will have their membership permanently revoked.

\_\_\_\_\_(INITIAL HERE)

Any member whose medical recommendation is expired shall be excluded from membership until such time that their qualified status pursuant to the Compassionate Use Act can be verified.

\_\_\_\_\_(INITIAL HERE)

Primary Caregivers may only provide marijuana to patients who are themselves members of Collective and who reside in the same county as their Primary Caregiver.

\_\_\_\_\_(INITIAL HERE)

**I have read and understand the above requirements and agree to follow these guidelines. Additionally, I hereby authorize my treating physician to release any medical information concerning my diagnosis, condition or prognosis to Collective and its authorized representatives.**

Date:

\_\_\_\_\_  
Member Signature



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**EXHIBIT B**

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*Handwritten initials*

**State of California**  
**Secretary of State**

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 27 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

JAN 08 2007



*Debra Bowen*

**DEBRA BOWEN**  
**Secretary of State**

**ENDORSED - FILED**  
in the office of the Secretary of State  
of the State of California

JAN 08 2007

**ARTICLES OF INCORPORATION**  
**OF**  
**BEVERLY HILLS CAREGIVERS CO-OP, INC.**

2194112

**ARTICLE I**  
**NAME**

The name of this corporation shall be BEVERLY HILLS CAREGIVERS CO-OP, INC.

**ARTICLE II**  
**DURATION**

The duration of this corporation shall be perpetual.

**ARTICLE III**  
**PURPOSE**

This corporation is a cooperative corporation organized under the Consumer Cooperative Corporation Law. The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under such law.

The specific purpose of this corporation is to be a non-profit primary caregiver cooperative as defined and legally authorized by the laws of (i) California Health and Safety Code section 11362.5 ("Proposition 215" or "Compassionate Use Act of 1996"), and (ii) Article 2.5, commencing with Section 11362.7, to Chapter 6 of Division 10 of the California Health and Safety Code ("SB 420").

**ARTICLE IV**  
**INITIAL AGENT FOR SERVICE OF PROCESS**

The name and address in the state of California of the corporation's initial agent for the service of process is:

Billy Leal Alcaraz  
1436 South La Cienega Blvd. #109  
Los Angeles, CA 90035

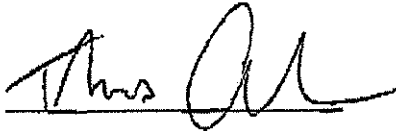
**ARTICLE IX  
INDEMNIFICATION**

To the fullest extent permitted by law, the corporation shall indemnify its directors, officers, employees, and other persons defined in California law, including persons formerly occupying any such position, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as defined in California law, and including an action by or in the right of the corporation, by reason of the fact that the person is or was a person described in Section 317 of the Corporations Code. The term "expense" includes, without limitation, attorneys' fees and any expenses of establishing a right of indemnification under these Articles and the Bylaws.

**ARTICLE X**

Notwithstanding any of the above statements and purposes and powers, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise of powers that are not in the furtherance of the specific purposes of this corporation.

IN WITNESS WHEREOF, the undersigned, being the incorporator of BEVERLY HILLS CAREGIVERS CO-OP, INC., has executed these Article of Incorporation on January 8<sup>th</sup>, 2007.



Thomas Andersen, Incorporator

I declare that I am the person who executed this document, which execution is my act and deed.



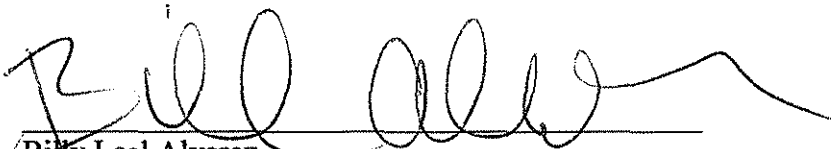
Thomas Andersen, Incorporator

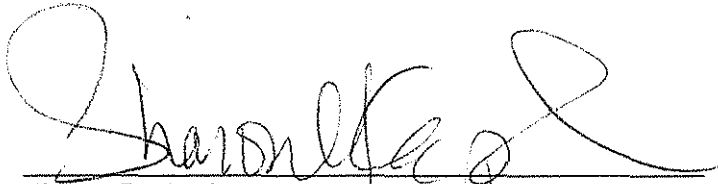


February 4, 2009

To Whom It May Concern:

Effective this date, I, Billy Leal Alvarez, sold ownership of my corporation; Beverly Hills Caregivers Co-op, all licenses and business interest included, to Sharon L. Kaplan for the sum of \$30,000, payment of which is acknowledgement herewith.

  
Billy Leal Alvarez

  
Sharon L. Kaplan

This page is part of your document - DO NOT DISCARD



20090530012



Pages:  
0002

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

04/13/09 AT 03:56PM

FEES:	23.00
TAXES:	0.00
OTHER:	0.00
PAID:	<u>23.00</u>



LEADSHEET



200904136750053

00000348720



002057752

SEQ:  
01

DAR - Counter (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

YOUR RETURN MAILING ADDRESS

NAME: Atwater Alternative Care Collective  
ADDRESS: 3106 Glendale Blvd.  
CITY: Los Angeles  
STATE: CA ZIP CODE: 90039

*Jan 8 2009  
dnc*

LOS ANGELES REGISTRAR-RECORDER/ COUNTY CLERK



### FICTITIOUS BUSINESS NAME STATEMENT

TYPE OF FILING AND FILING FEE (Check one)

- Original- \$23.00 (FOR ORIGINAL FILING WITH ONE BUSINESS NAME ON STATEMENT)
- New Filings- \$23.00- (CHANGES IN FACTS FROM ORIGINAL FILING-REQUIRES PUBLICATION)
- Refile- \$18.00 (NO CHANGES IN THE FACTS FROM ORIGINAL FILING)
- \$4.00- FOR EACH ADDITIONAL BUSINESS NAME FILED ON SAME STATEMENT, DOING BUSINESS AT THE SAME LOCATION \$4.00- FOR EACH ADDITIONAL OWNER IN EXCESS OF ONE OWNER

The following person(s) is (are) doing business as:

\*1. Atwater Alternative Care Collective 2. \_\_\_\_\_  
Print Fictitious Business Name(s)

\*\* 3106 Glendale Blvd. \_\_\_\_\_  
Street address of principal place of business Mailing address if different

Los Angeles	CA	90039	LA			
City	State	Zip	COUNTY	City	State	Zip

Articles of Incorporation or Organization Number (if applicable): AI #ON 794779

\*\*\* REGISTERED OWNER(S):

- |   |   |
|---|---|
| <p>1. <u>Beverly Hills Caregivers Co-Op, Inc.</u></p> <p>Full Name/Corp/LLC</p> <p><u>3106 Glendale Blvd.</u></p> <p>Residence Address (P.O. Box not accepted)</p> <p><u>Los Angeles CA 90039</u></p> <p>City State Zip</p> <p><u>California</u></p> <p>If Corporation or LLC - Print State of Incorporation/Organization</p> | <p>2. _____</p> <p>Full Name/Corp/LLC</p> <p>Residence Address (P.O. Box not accepted)</p> <p>City State Zip</p> <p>If Corporation or LLC - Print State of Incorporation/Organization</p> |
| <p>3. _____</p> <p>Full Name/Corp/LLC</p> <p>Residence Address (P.O. Box not accepted)</p> <p>City State Zip</p> <p>If Corporation or LLC - Print State of Incorporation/Organization</p>   | <p>4. _____</p> <p>Full Name/Corp/LLC</p> <p>Residence Address (P.O. Box not accepted)</p> <p>City State Zip</p> <p>If Corporation or LLC - Print State of Incorporation/Organization</p> |

IF MORE THAN FOUR REGISTRANTS, ATTACH ADDITIONAL SHEET SHOWING OWNER INFORMATION

- \*\*\*\* THIS BUSINESS IS CONDUCTED BY: (Check one)
- an Individual
  - a General Partnership
  - a Limited Partnership
  - a Limited Liability Company
  - an Unincorporated Association other than a Partnership
  - a Corporation
  - a Trust
  - Copartners
  - Husband and Wife
  - Joint Venture
  - State or Local Registered Domestic Partners
  - a Limited Liability Partnership

\*\*\*\*\* The registrant commenced to transact business under the fictitious business name or names listed above on N/A  
(Insert N/A above if you haven't started to transact business)

I declare that all information in this statement is true and correct.  
(A registrant who declares as true information which he or she knows to be false is guilty of a crime.)

REGISTRANTS/CORP/LLC NAME (PRINT) Beverly Hills Caregivers Co-Op, Inc. TITLE CEO

REGISTRANT SIGNATURE *[Signature]* IF CORP OR LLC, PRINT NAME Sharon Kaplan

If corporation, also print corporate title of officer. If LLC, also print title of officer or manager.

This statement was filed with the County Clerk of LOS ANGELES on the date indicated by the filed stamp in the upper right corner.

NOTICE - IN ACCORDANCE WITH SUBDIVISION (a) OF SECTION 17920, A FICTITIOUS NAME STATEMENT GENERALLY EXPIRES AT THE END OF FIVE YEARS FROM THE DATE ON WHICH IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK, EXCEPT, AS PROVIDED IN SUBDIVISION (b) OF SECTION 17920, WHERE IT EXPIRES 40 DAYS AFTER ANY CHANGE IN THE FACTS SET FORTH IN THE STATEMENT PURSUANT TO SECTION 17913 OTHER THAN A CHANGE IN THE RESIDENCE ADDRESS OF A REGISTERED OWNER. A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED BEFORE THE EXPIRATION.

THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THIS STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER FEDERAL, STATE, OR COMMON LAW (SEE SECTION 14411 ET SEQ., BUSINESS AND PROFESSIONS CODE).

I HEREBY CERTIFY THAT THIS COPY IS A CORRECT COPY OF THE ORIGINAL STATEMENT ON FILE IN MY OFFICE.

*[Signature]*

This is a true and certified copy of the record  
if it bears the seal, imprinted in purple ink,  
of the Registrar-Recorder/County Clerk

APR 19 2008

*Debra C. Lujan* REGISTRAR-RECORDER/COUNTY CLERK  
LOS ANGELES COUNTY GOVERNMENT





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**EXHIBIT C**

DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

CALIFORNIA STATE BOARD OF EQUALIZATION

## SELLER'S PERMIT



ACCOUNT NUMBER

1/31/2007 SR AS 100-858098

BEVERLY HILLS CAREGIVERS CO-OP  
3106 GLENDALE BLVD  
LOS ANGELES, CA 90039-1806

**NOTICE TO PERMITTEE:**  
You are required to obey all Federal and State laws that regulate or control your business. This permit does not allow you to do otherwise.

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION. THIS PERMIT IS VALID ONLY AT THE ABOVE ADDRESS.

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED AND IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES OWED BY THE NEW OPERATOR OF THE BUSINESS.

*Not valid at any other address*

**For general tax questions, please call our Information Center at 800-400-7115.**

**For information on your rights, contact the Taxpayers' Rights Advocate Office at 888-324-2798 or 916-324-2798.**

BCE-442-RREV. 15 (2-06)

### A MESSAGE TO OUR NEW PERMIT HOLDER

**As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:**

- Visiting our website at [www.boe.ca.gov](http://www.boe.ca.gov)
- Visiting a district office
- Attending a Basic Sales and Use Tax Law class offered at one of our district offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Information Center at 800-400-7115

**As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. Conversely, you have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,**

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the Board
- You are responsible for following the regulations set forth by the Board

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a Board representative when requested. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a Board office, or giving it to a Board representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with the Board, please contact the Taxpayers' Rights Advocate Office for help by calling toll-free, 888-324-2798 or 916-324-2798. Their fax number is 916-323-3319.

**Please post this permit at the address for which it was issued and at a location visible to your customers.**

STATE BOARD OF EQUALIZATION  
Sales and Use Tax Department

CALIFORNIA STATE BOARD OF EQUALIZATION

**SELLER'S PERMIT**



ACCOUNT NUMBER

1/31/2007 SR AS 100-858098

**BEVERLY HILLS CAREGIVERS CO-OP  
1436 S LA CIENEGA BLVD STE 109  
LOS ANGELES, CA 90035-3764**

**NOTICE TO PERMITTEE:**  
*You are required to obey all Federal and State laws that regulate or control your business. This permit does not allow you to do otherwise.*

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION. THIS PERMIT IS VALID ONLY AT THE ABOVE ADDRESS.

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED AND IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES OWED BY THE NEW OPERATOR OF THE BUSINESS.

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BOE-442-R REV. 15 (2-06)

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- Sending your questions in writing to any one of our offices
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- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the Board
- You are responsible for following the regulations set forth by the Board

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a Board representative when requested. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a Board office, or giving it to a Board representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with the Board, please contact the Taxpayers' Rights Advocate Office for help by calling toll-free, 888-324-2798 or 916-324-2798. Their fax number is 916-323-3319.

**Please post this permit at the address for which it was issued and at a location visible to your customers.**

STATE BOARD OF EQUALIZATION  
Sales and Use Tax Department



CITY OF LOS ANGELES  
 Office of Finance  
 P.O. Box 53200  
 Los Angeles CA 90053-0200

BEVERLY HILLS CAREGIVERS CO-OP INC

3106 GLENDALE BOULEVARD  
 LOS ANGELES, CA 90039-1806

3106 GLENDALE BOULEVARD  
 LOS ANGELES, CA 90039-1806

**THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS**  
**CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE**  
**THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED**

ACCOUNT NO.	FUND/CLASS	DESCRIPTION	ISSUED:	STARTED	STATUS
0002217905-0001-2	L044	Retail Sales	04/02/2009	12/15/2008	Active

COPY

BEVERLY HILLS CAREGIVERS CO-OP INC

3106 GLENDALE BOULEVARD  
 LOS ANGELES, CA 90039-1806  
 3106 GLENDALE BOULEVARD  
 LOS ANGELES, CA 90039-1806

ISSUED BY: *William A. Christensen*  
 DIRECTOR OF FINANCE



# CITY OF LOS ANGELES

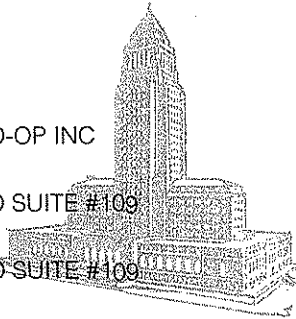
OFFICE OF FINANCE  
P.O. BOX 53200  
LOS ANGELES CA 90053-0200

24 100-000183 0701 1

BEVERLY HILLS CAREGIVERS CO-OP INC  
1436 S LA CIENEGA BLVD STE 109  
LOS ANGELES CA 90035-3764

1436 S LA CIENEGA BOULEVARD SUITE #109  
LOS ANGELES, CA 90035-3764

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE				
THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED				
BUSINESS TAX			ISSUED: 1/28/2007	
ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0002217905-0001-2	L044	Retail Sales	01/08/2007	Active
				
BEVERLY HILLS CAREGIVERS CO-OP INC 1436 S LA CIENEGA BOULEVARD SUITE #109 LOS ANGELES, CA 90035-3764 1436 S LA CIENEGA BOULEVARD SUITE #109 LOS ANGELES, CA 90035-3764				
			ISSUED BY: <i>Antonette D. Christensen</i> DIRECTOR OF FINANCE	

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS

P.O. BOX 53200, LOS ANGELES CA 90053-0200

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**EXHIBIT D**

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Electrical  
Commercial  
Express Permit  
No Plan Check

City of Los Angeles - Department of Building and Safety

**APPLICATION FOR ELECTRICAL  
PLAN CHECK AND INSPECTION**

Last Status: Ready to Issue

Status Date: 04/29/2009

1. PROPERTY OWNER

Dan Miller

1517 Sepulveda Blvd

LOS ANGELES, CA 90025

310-575-1517

2. APPLICANT INFORMATION (Relationship: Contractor)

3. TENANT INFORMATION

4. CONTRACTOR, ARCHITECT, & ENGINEER NAME

(C) Richy'S Construction

16429 Rinaldi St,

Granada Hills, CA 91344

CLASS LICENSE#

B 865689

PHONE#

8186205001

X09VN05916

5. APPLICATION COMMENTS

6. DESCRIPTION OF WORK

INSTALL 18 OUTLETS FROM EXISTING CIRCUITS.

7. COUNCIL DISTRICT: 13

For Inspection requests, call toll-free (888) LA4BUILD (524-2845).  
LA County, call (213) 482-0000 or request Inspections via  
[www.ladbs.org](http://www.ladbs.org). To speak to a Call Center agent, call 311 or  
(866) 4LACITY (452-2489). Outside LA County, call (213) 473-3231.

8. APPLICATION PROCESSING INFORMATION

Plan Check By:

OK for Cashier: Kenneth Kinter

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

For Cashier's Use Only

W/O #: 94107720

**NOTICE:** The work included in this permit shall not be construed as establishing the legal number of dwelling units or guest rooms. That number is established by a Building Permit or a Certificate of Occupancy.

In the event that any box (i.e. 1-10) is filled to its capacity, it is possible that additional information has been captured electronically and could not be printed due to space restrictions. Nevertheless, the information printed exceeds that required by Section 19825 of the Health and Safety Code of the State of California.

LA Department of Building and Safety  
44 07 12 12:43 PM By 1909 10133AM

ELECTRICAL PERMIT - COMP 145.00  
ONE STOP SURCHG 31.00  
SYSTEMS DEVT FEE 43.00  
ELECTRICAL PERMIT - COND 50.00  
ELECTRICAL PERMIT - COND 50.00

09041200007720IN

3106 N Glendale Blvd  
09041-20000-07720

9. FEE INFORMATION Inspection Fee Period

Permit Fee: 70.20

INSPECTION TOTAL Electrical	70.20
Permit Total	70.20
Permit Fee Subtotal Electrical	65.00
Permit One Stop Surcharge	1.30
Permit Sys. Development Surcharge	3.90
Permit Issuing Fee	0.00
Permit Supp. Issuing Fee	0.00

*forwaled*  
*5-1-09*

Total Invoice 170.00  
Check 170.00



LA Department of Building and Safety  
VN 07 16 234874 04/29/09 10:33AM

ELECTRICAL PERMIT-COMM	\$65.00
ONE STOP SURCH	\$1.30
SYSTEMS DEVT FEE	\$3.90
ELECTRICAL PERMIT-COMM	\$0.00
ELECTRICAL PERMIT-COMM	\$0.00

P090412000007720IN

Total Due:	\$70.20
Check:	\$70.20



Sign  
Onsite  
Plan Check at Counter

City of Los Angeles - Department of Building and Safety  
09048 - 20000 - 00748

Plan Check #: B09VN03620  
Plans Filed in: VAN NUYS  
Printed on: 04/27/09 16:02:20

**CLEARANCE SUMMARY WORKSHEET**

**IMPORTANT:** This summary documents the clearance(s) required prior to permit issuance. Most clearance(s) are granted electronically, however this form will also be completed so that in the event of a computer outage, there is evidence of the clearance action(s). Keep this form with all other documents necessary to obtain the permit.

**INSTRUCTIONS**

**APPLICANT / REPRESENTATIVE:** You are advised to initiate the approval process for the following permit application clearance(s) marked as "Not Cleared" as soon as possible. The time to obtain approval from some departments (such as the City Planning Department) may be time-consuming. The address and phone number of the specific agency corresponding to the "Address Code:" shown for each clearance is indicated at the end of this form and it is recommended that you call before appearing in person. Remember to bring a copy of the permit application to the clearance agency for their reference. A "Cleared" condition requires no further action on your part.

**CLEARANCE AGENCIES:** For city agencies, perform electronic clearance action(s) using PCIS and complete this form. For non-city agencies or PCIS outages, complete this form.

Description of Work: L.E.D. CHANNEL LETTER WALL SIGN(18" x 87") "AACC".

Building & Safety Contact

Plan Check Office:

PC Engineer:

Status	Clearance Description and New Status
Not Cleared	<p>Agency: City Planning Department      Description: "Q" conditions per 12.32G.2 (Qualified classification) <i>ORD 173676, CF 89-193B</i></p> <p>Address Code: 2</p> <p>Electronic Clearance <input type="checkbox"/> By (UserID): <i>DL for</i> Date: <i>4/27/09</i> Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____</p> <p>Comments: _____ <i>- APPROVED - J. TANUREY</i></p>
Not Cleared	<p>Agency: City Planning Department      Description: ATWATER VILLAGE PEDESTRIAN OVERLAY ZONE(ZI 2282)</p> <p>Address Code: 2</p> <p>Electronic Clearance <input type="checkbox"/> By (UserID): <i>DL for</i> Date: <i>4/27/09</i> Phone: _____ <input type="checkbox"/> Outage - Print Name/Initial: _____</p> <p>Comments: _____ <i>Approved Per Tanurey</i></p>

End of Clearance(s) for 09048-20000-00748. Refer to "ADDRESS CODES" sheet for clearance agency address/phone information.

*JON TANUREY - 213 978-1214*  
*KEVIN KELLER - 213 978-1211*  
*(carpenter)*



Sign Onsite Plan Check at Counter Plan Check	City of Los Angeles - Department of Building and Safety <b>APPLICATION FOR INSTALLATION                  AND INSPECTION OF SIGNS</b>	Last Status: Application Submittal Status Date: 04/27/2009
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1. TRACT	BLOCK	LOT(s)	ARB	COUNTY MAP REF #	PARCEL ID # (PIN #)	2. ASSESSOR PARCEL #
TR 2689	BLK 6	310		M B 28-29/30	154-5A207 391	5437 - 008 - 024

**3. PARCEL INFORMATION**

Area Planning Commission - East Los Angeles LADBS Branch Office - LA Council District - 13 Certified Neighborhood Council - Atwater Village Community Plan Area - Northeast Los Angeles	Census Tract - 1871.00 District Map - 154-5A207 Energy Zone - 9 Fire District - 2 Near Source Zone Distance - 0	Thomas Brothers Map Grid - 594-D2
---	---	-----------------------------------

ZONE(S): [Q]C4-1XL /

**4. DOCUMENTS**

ZI - ZI-2129 East Los Angeles State Ent ZI - ZI-2282 ZI - ZI-2282 Atwater Village Pedestrian ZA - ZA-2006-10192-CUB-ZAD	POD - Atwater Village Pedestrian Orient ORD - ORD-165351-SA212 ORD - ORD-172316 ORD - ORD-173466-SA435	ORD - ORD-173676 DTRM - DIR-2003-3766-SPP CPC - CPC-1986-826-GPC CPC - CPC-1989-177-IPRO	CPC - CPC-1994-190-POD CPC - CPC-22490 CDBG - LARZ-Central City CDBG - SEZ-East Los Angeles State En
--	---	---	---

**5. CHECKLIST ITEMS**

**6. PROPERTY OWNER, TENANT, APPLICANT INFORMATION**

Owner(s):

Tenant:

Applicant: (Relationship: Agent for Owner)  
 Albert Quinn - 6990 Hazeltine Ave VAN NUYS, CA (818) 230-3403

<b>7. EXISTING USE</b>	<b>PROPOSED USE</b>	<b>8. DESCRIPTION OF WORK</b>
	(19) Wall Sign	L.E.D. CHANNEL LETTER WALL SIGN

**9. # Bids on Site & Use:**

**10. APPLICATION PROCESSING INFORMATION**

BLDG. PC By: DAS PC By:  
 OK for Cashier: Coord. OK:  
 Signature: Date:

For inspection requests, call toll-free (888) LA4BUILD (524-2845).  
 Outside LA County, call (213) 482-0000 or request Inspections via  
**www.ladbs.org**. To speak to a Call Center agent, call 311 or (866) 4LACITY (452-2489). Outside LA County, call (213) 473-3231.

**For Cashier's Use Only** W/O #: 94800748

**11. PROJECT VALUATION & FEE INFORMATION** Submittal Fee Period

Permit Valuation: \$1,000	PC Valuation:
---------------------------	---------------

SUBMITTAL TOTAL Sign	42.40
Plan Check Subtotal Sign	32.50
O.S. Surcharge	1.00
Sys. Surcharge	1.95
Planning Surcharge	1.95
Planning Surcharge Misc Fee	5.00

Sewer Cap ID: Total Bond(s) Due:

**12. ATTACHMENTS**

Plot Plan

\* P 0 9 0 4 8 2 0 0 0 0 0 0 7 4 8 S N \*



Sign Onsite Plan Check at Counter Plan Check	City of Los Angeles - Department of Building and Safety <b>APPLICATION FOR INSTALLATION                  AND INSPECTION OF SIGNS</b>	Last Status: Ready to Issue Status Date: 04/27/2009
---	---	--

I. TRACT	BLOCK	LOT(s)	ARB	COUNTY MAP REF #	PARCEL ID # (PIN #)	2. ASSESSOR PARCEL #
TR 2689	BLK 6	310		M B 28-29/30	154-5A207 391	5437 - 008 - 024

**3. PARCEL INFORMATION**

Area Planning Commission - East Los Angeles LADBS Branch Office - LA Council District - 13 Certified Neighborhood Council - Atwater Village Community Plan Area - Northeast Los Angeles	Census Tract - 1871.00 District Map - 154-5A207 Energy Zone - 9 Fire District - 2 Near Source Zone Distance - 0	Thomas Brothers Map Grid - 594-D2
---	---	-----------------------------------

ZONE(S): [Q]C4-1XL /

**4. DOCUMENTS**

ZI - ZI-2129 East Los Angeles State Ent ZI - ZI-2282 ZI - ZI-2282 Atwater Village Pedestrian ZA - ZA-2006-10192-CUB-ZAD	POD - Atwater Village Pedestrian Orient ORD - ORD-165351-SA212 ORD - ORD-172316 ORD - ORD-173466-SA435	ORD - ORD-173676 DTRM - DIR-2003-3766-SPP CPC - CPC-1986-826-GPC CPC - CPC-1989-177-IPRO
--	---	---

CPC - CPC-1994-190-POD
CPC - CPC-22490
CDBG - LARZ-Central City
CDBG - SEZ-East Los Angeles State En

**5. CHECKLIST ITEMS**

**6. PROPERTY OWNER, TENANT, APPLICANT INFORMATION**

Owner(s):  
 Lee Kasper 3106 Glendale Blvd. L.A., CALIF. 90039 (818) 416-8213

Tenant:  
 - Aacc

Applicant: (Relationship: Agent for Owner)  
 Albert Quinn - 6990 Hazeltine Ave VAN NUYS, CA (818) 230-3403

**7. EXISTING USE**

PROPOSED USE
(19) Wall Sign

**8. DESCRIPTION OF WORK**

WALL SIGN WITH LOGO (18" x 87") "AACC".

**9. # Bldgs on Site & Use:**

**10. APPLICATION PROCESSING INFORMATION**

BLDG. PC By: Harlen Carraher      DAS PC By: \_\_\_\_\_  
 OK for Cashier: Harlen Carraher      Coord. OK: \_\_\_\_\_

Signature: \_\_\_\_\_      Date: \_\_\_\_\_

For inspection requests, call toll-free (888) LA4BUILD (524-2845).  
 Outside LA County, call (213) 482-0000 or request inspections via  
[www.ladbs.org](http://www.ladbs.org). To speak to a Call Center agent, call 311 or  
 (866) 4LACITY (452-2489). Outside LA County, call (213) 473-3231.

**For Cashier's Use Only:**      W/O #: 94800748

**11. PROJECT VALUATION & FEE INFORMATION** Final Fee Period

Permit Valuation: \$1,000	PC Valuation:
---------------------------	---------------

FINAL TOTAL Sign	80.64
Permit Fee Subtotal Sign	65.00
Plan Check Subtotal Sign	0.00
Fire Hydrant Refuse-To-Pay	
E.Q. Instrumentation	0.50
O.S. Surcharge	1.31
Sys. Surcharge	3.93
Planning Surcharge	3.90
Planning Surcharge Misc Fee	5.00
Green Building Fee	1.00
Permit Issuing Fee	0.00

Sewer Cap ID: \_\_\_\_\_      Total Bond(s) Due: \_\_\_\_\_

**12. ATTACHMENTS**

Plot Plan





Bldg-Alter/Repair  
Commercial  
Plan Check at Counter  
Plan Check

City of Los Angeles - Department of Building and Safety  
**APPLICATION FOR BUILDING PERMIT  
AND CERTIFICATE OF OCCUPANCY**

Last Status: Ready to Issue  
Status Date: 04/29/2009

1. TRACT	BLOCK	LOT(s)	ARB	COUNTY MAP REF #	PARCEL ID # (PIN #)	2. ASSESSOR PARCEL #
TR 2689	BLK 6	310		M B 28-29/30	154-5A207 391	5437 - 008 - 024

**3. PARCEL INFORMATION**

Area Planning Commission - East Los Angeles  
LADBS Branch Office - LA  
Council District - 13  
Certified Neighborhood Council - Atwater Village  
Community Plan Area - Northeast Los Angeles

Census Tract - 1871.00  
District Map - 154-5A207  
Energy Zone - 9  
Fire District - 2  
Near Source Zone Distance - 0

Thomas Brothers Map Grid - 594-D2

ZONE(S): [Q]C4-[X]L/

**4. DOCUMENTS**

ZI - ZI-2129 East Los Angeles State Ent	POD - Atwater Village Pedestrian Orient	ORD - ORD-173676	CPC - CPC-1994-190-POD
ZI - ZI-2282	ORD - ORD-165351-SA212	DTRM - DIR-2003-3766-SPP	CPC - CPC-22490
ZI - ZI-2282 Atwater Village Pedestrian	ORD - ORD-172316	CPC - CPC-1986-826-GPC	CDBG - LARZ-Central City
ZA - ZA-2006-10192-CUB-ZAD	ORD - ORD-173466-SA435	CPC - CPC-1989-177-IPRO	CDBG - SEZ-East Los Angeles State En

**5. CHECKLIST ITEMS**

**6. PROPERTY OWNER, TENANT, APPLICANT INFORMATION**

Owner(s):  
Dan Miller  
1517 Sepulveda Blvd.  
LOS ANGELES, CALIF. 90025  
(310) 575-1517

Tenant:  
Applicant: (Relationship: Contractor)

7. EXISTING USE	PROPOSED USE	8. DESCRIPTION OF WORK
(16) Retail		NON-STRUCTURAL TI, NON-BEARING PARTITIONS.

9. # Bldgs on Site & Use:

10. APPLICATION PROCESSING INFORMATION

BLDG. PC By: OK for Cashier: Harlen Carraher  
Signature: \_\_\_\_\_

DAS PC By: \_\_\_\_\_  
Coord. OK: \_\_\_\_\_  
Date: \_\_\_\_\_

For inspection requests, call toll-free (888) LA4BUILD (524-2845).  
Outside LA County, call (213) 482-0000 or request Inspections via  
[www.ladbs.org](http://www.ladbs.org). To speak to a Call Center agent, call 311 or  
(866) 4LACITY (452-2489). Outside LA County, call (213) 473-3231.

For Cashier's Use Only W/0 #: 91606151

**11. PROJECT VALUATION & FEE INFORMATION** Final Fee Period

Permit Valuation:	\$3,500	PC Valuation:	
FINAL TOTAL Bldg-Alter/Repair	270.20		
Permit Fee Subtotal Bldg-Alter/Repr	146.25		
Handicapped Access			
Plan Check Subtotal Bldg-Alter/Rep	84.80		
Fire Hydrant Refuse-To-Pay			
E.Q. Instrumentation	0.74		
O.S. Surcharge	4.64		
Sys. Surcharge	13.91		
Planning Surcharge	13.86		
Planning Surcharge Misc Fee	5.00		
Green Building Fee	1.00		
Permit Issuing Fee	0.00		

Sewer Cap ID: \_\_\_\_\_ Total Bond(s) Due: \_\_\_\_\_

**12. ATTACHMENTS**

Plot Plan



# INSPECTION RECORD

CITY

LA



DBS

DEPARTMENT OF BUILDING AND SAFETY

For use by cashier only

20090801  
 07/22/09  
 VNOB 1 8/19/08 C 34  
 11911420000000

PERMIT #

ADDRESS

JOB DESCRIPTION

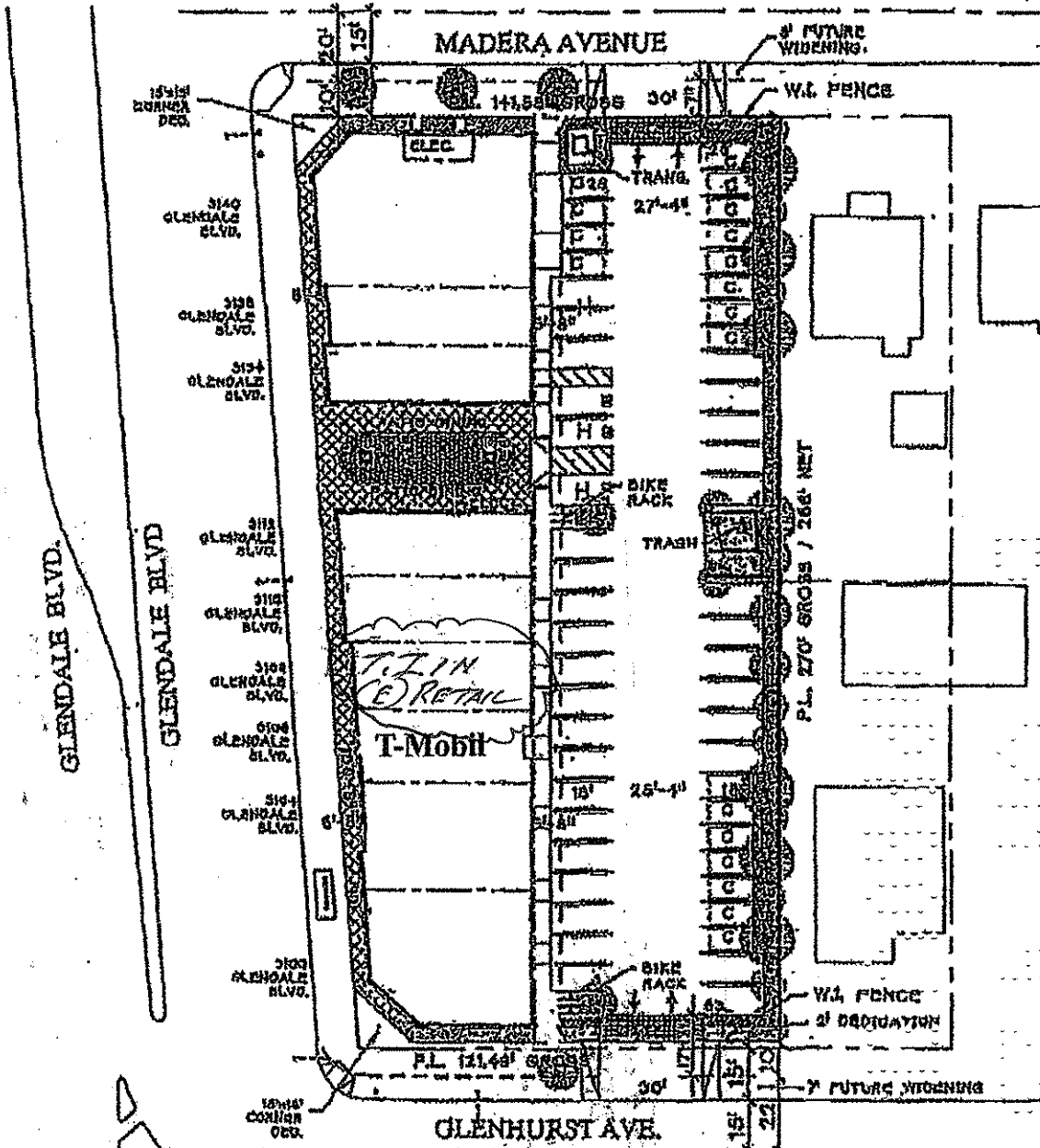
## INSPECTION RECORDS AND PLANS MUST BE AVAILABLE WHEN REQUESTED

GRADING INSPECTIONS		
TYPE	DATE	INSPECTOR
Initial Grading		
Toe or Bottom		
Soils Report Approved		
DO NOT PLACE FILL UNTIL ABOVE IS SIGNED		
Backfill		
Fill		
Excavation		
Drainage Devices		
Rough Grading		
Approved Compaction Report		
FOOTING INSPECTIONS		
Footing Excavation		
Forms		
Reinforcing Steel		
GROUNDWORK INSPECTIONS		
Electrical		
Plumbing		
Gas Piping		
Heating & Refrigeration		
Disabled Access		
OK to Place Floor		
DO NOT PLACE FLOOR UNTIL ABOVE IS SIGNED		
ROUGH INSPECTIONS		
Electrical		
Electrical Life Safety		
Plumbing		
Fire Sprinkler		
Heating & Refrigeration		
Roof Sheathing		
Framing		
Insulation		
Disabled Access		
Elevator		
Suspended Ceiling		
OK to Cover		

DO NOT COVER UNTIL PREVIOUS IS SIGNED		
TYPE	DATE	INSPECTOR
Exterior Lathing		
Interior Lathing		
Drywall		
DO NOT COVER UNTIL ABOVE IS SIGNED		
WORK OUTSIDE OF THE BUILDING		
Electrical Underground		
Gas		
Heating & Refrigeration		
Sewer		
Disabled Access		
POOL INSPECTIONS		
TYPE	DATE	INSPECTOR
Excavation		
Reinforcing Steel		
Bonding		
Piping		
Pre-Gunite		
Deck		
Enclosure/Fence		
Pool/Spa Cover		
DO NOT FILL POOL UNTIL ABOVE IS SIGNED		
FINAL INSPECTIONS		
Electrical	5-1-09	
Electrical Life Safety		
Plumbing		
Gas		
Gas Test		
Heating & Refrigeration		
Elevator		
Fire Sprinkler		
Disabled Access		
LAFD (Title 19 only)		
LAFD Fire Life Safety		
Pool Final		
AQMD sign-off provided		
PROJECT FINAL	5/1/09	

FOR INSPECTION REQUESTS, PLEASE CALL  
 1-(866) - 4LA-CITY (452-2489)

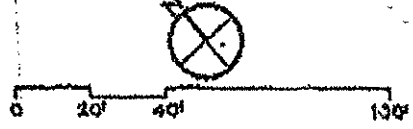
AQMD Sign-Off Required  YES  NO



BUILDING AREA	
BLDG "A"	4,840 SF
BLDG "B"	7,235 SF
<b>TOTAL</b>	<b>11,875 SF</b>

GROSS	NET
4,840 SF	4,800 SF
7,235 SF	7,235 SF
<b>11,875 SF</b>	<b>11,735 SF</b>

SITE AREA	GROSS	NET
	38,515 SF	38,048 SF

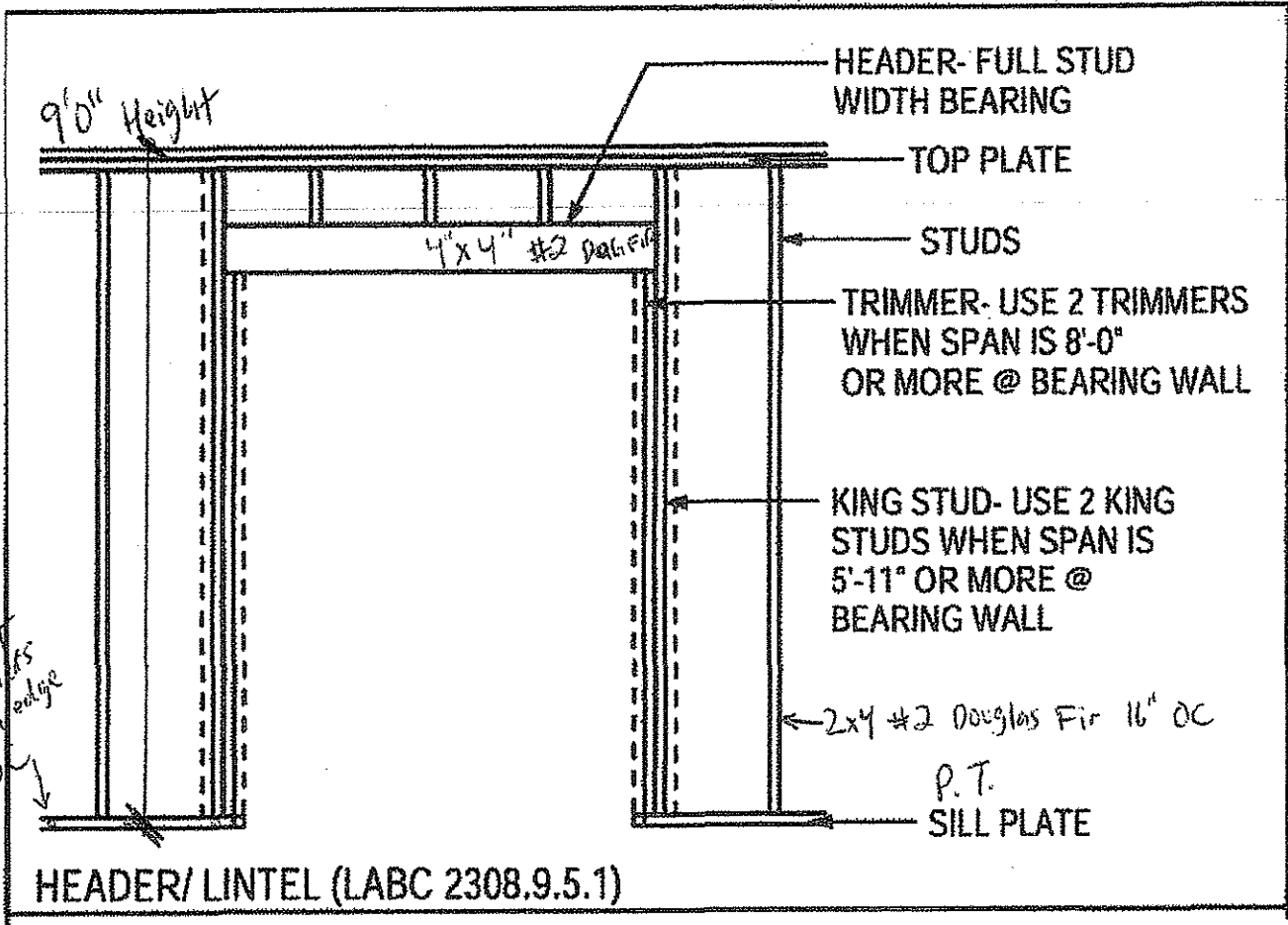


From: BRETT M...  
 1/2/11

1105

1105

1105



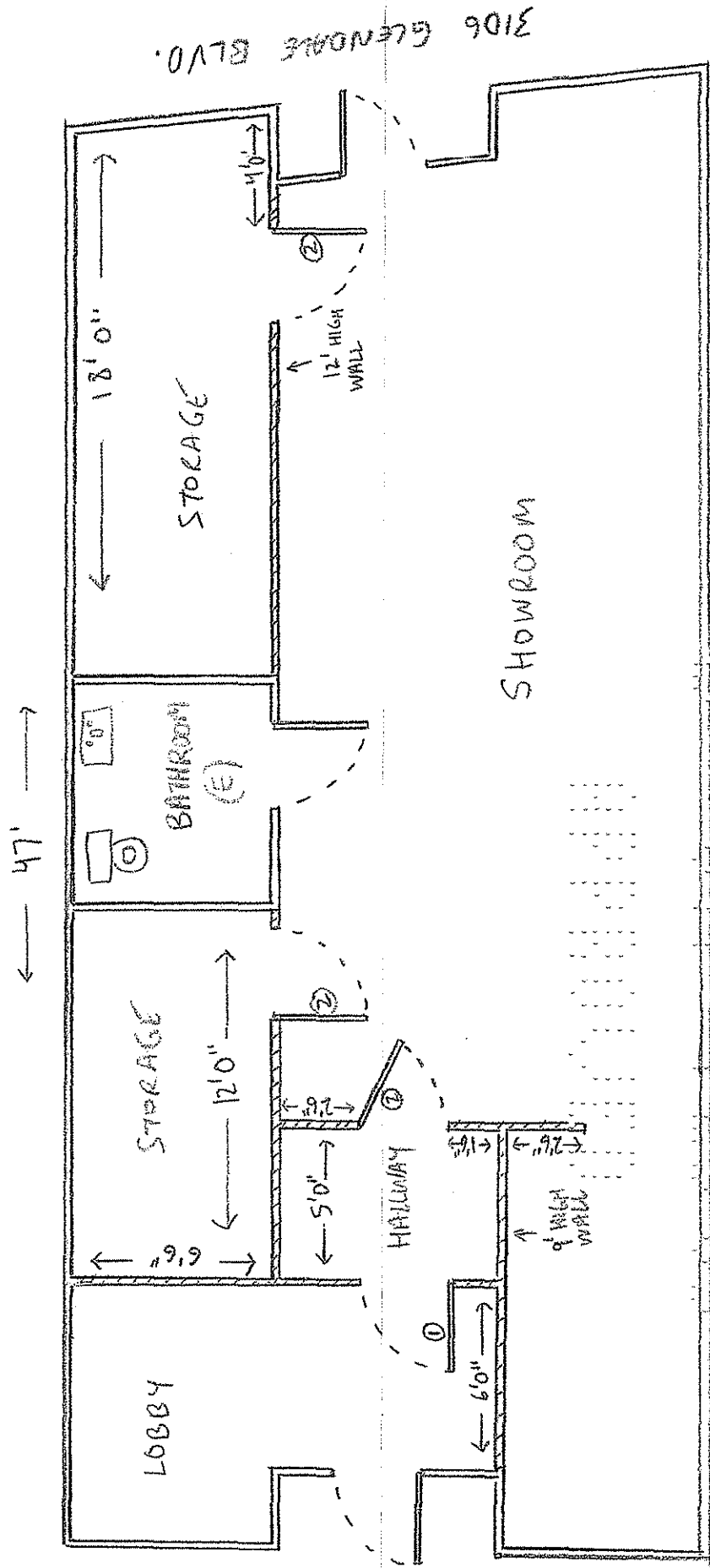
DOOR SCHEDULE

- ① - 36" solid steel door with steel frame
- ② - 36" solid steel door with wood frame

GENERAL NOTES

- 1. 5/8" drywall
- 2. 2x4 #2 doug-fir-lumber
- 3. pressure treated wood for bottom plate

FLOOR PLAN



Richard Phung

SCALE  
3/16" = 1'0"



LA Department of Building and Safety  
VN 08 38 072908 04/29/09 10:24AM

BUILDING PERMIT COMM	\$146.25
BUILDING PLAN CHECK	\$84.80
EI COMMERCIAL	\$0.74
ONE STOP SURCH	\$4.64
SYSTEMS DEVT FEE	\$13.91
CITY PLANNING SURCH	\$13.86
MISCELLANEOUS	\$5.00
GREEN BUILDING FEE	\$1.00
BUILDING PLAN CHECK	\$0.00

P090162000006151FN

Total Due:	-----	\$270.20
Check:		\$270.20

2009VN54609

---

City of Los Angeles, Department of Building & Safety

## APPROVED PLANS

- This perforated set of plans are not approval for construction until the required permit fees are paid and the permit is issued.
- The permit(s) is valid for two years from the date the permit fees are paid.
- Visit <http://www.permits.org/ipar/index.cfm> to check the status of this set of plans by entering the 15 digits Permit number. "Issued" status means the permit fees have been paid.
- No inspection can be scheduled until the permit fees are paid.

BY: *John Canale* DATE: *4/29/2009*

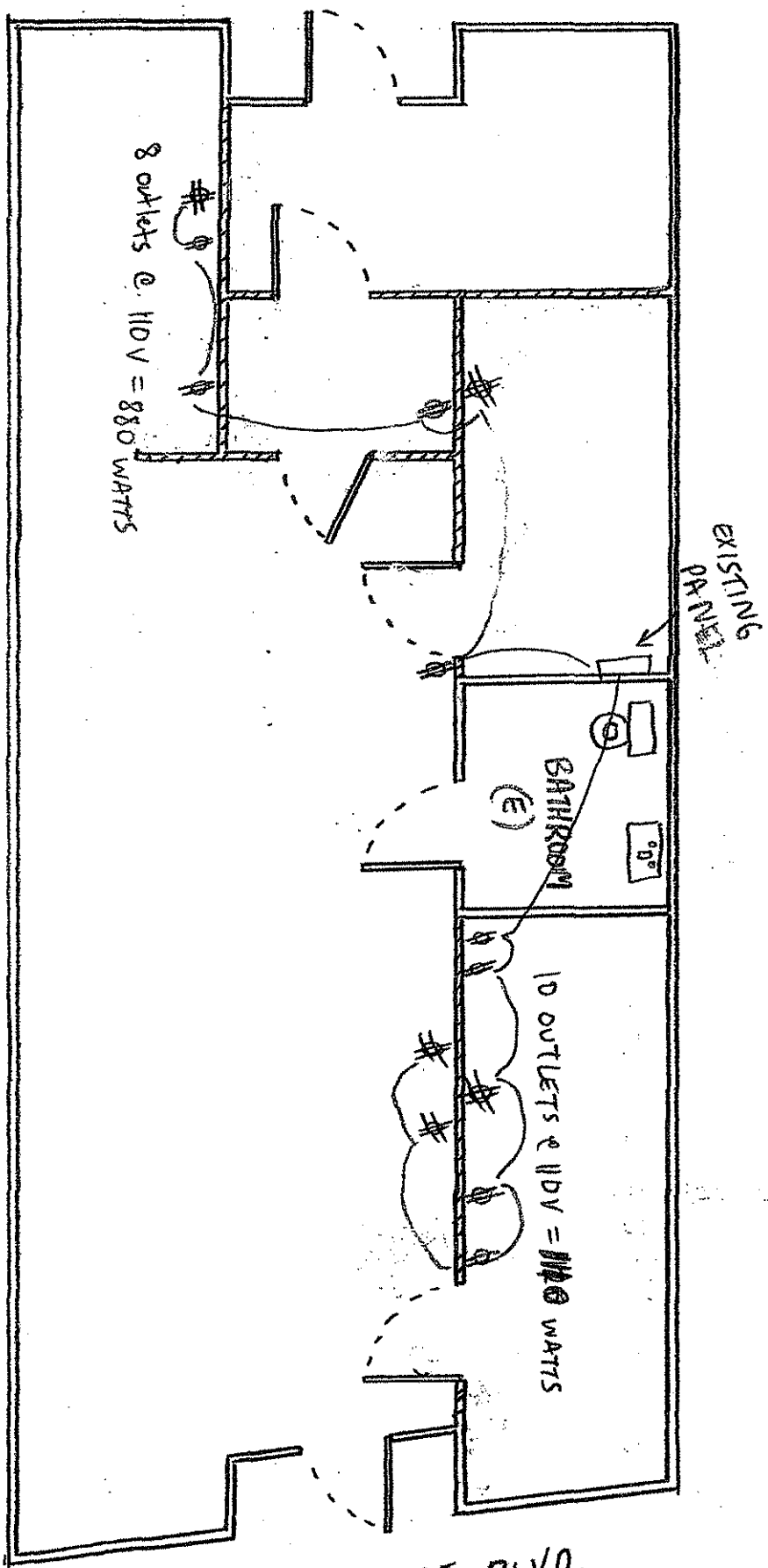
Permit No./: *09116 - 2000 - 0651*

Application No:

- This set of plans **MUST** be at the job site during construction.
- It is unlawful to alter, change, or deviate from these plans.
- The stamping of this plan **SHALL NOT** be held to permit or to be an approval of the violation of any provisions of any Ordinance or Law.
- **SEPARATE** permits are required for BUILDING, ELECTRICAL, PLUMBING, FIRE SPRINKLER, ELEVATOR, HEATING or REFRIGERATION work, unless this permit was issued as a combination permit for a One or Two Family Dwelling pursuant to LAMC Section 91.0107.2.2, and the work by that trade does not require Plan Check.

- ① - 36" solid steel door with steel frame
  - ② - 36" solid steel door with wood frame
1. 5/8" DEYWALL

# ELECTRICAL PLAN



3106 GLENDALE BLVD.

*Richard Howard*

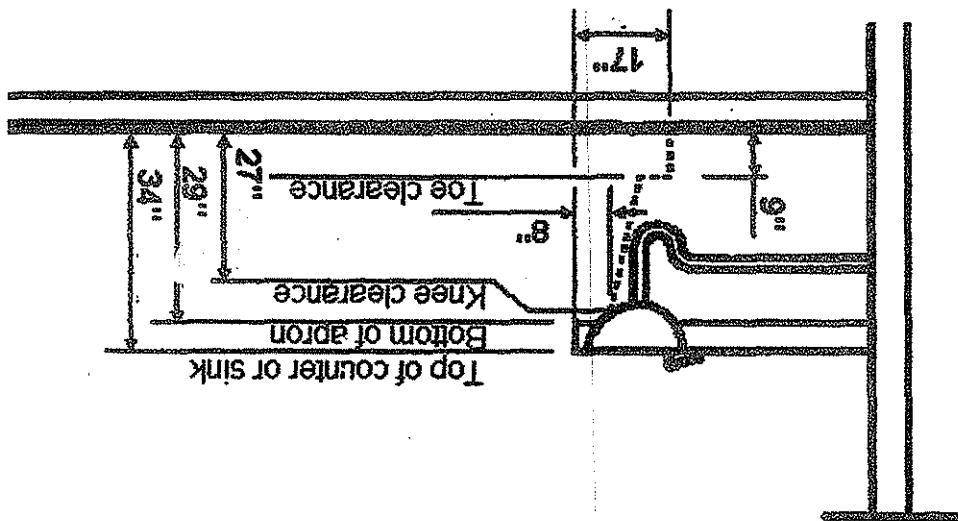
SCALE  
3/16" = 1'0"

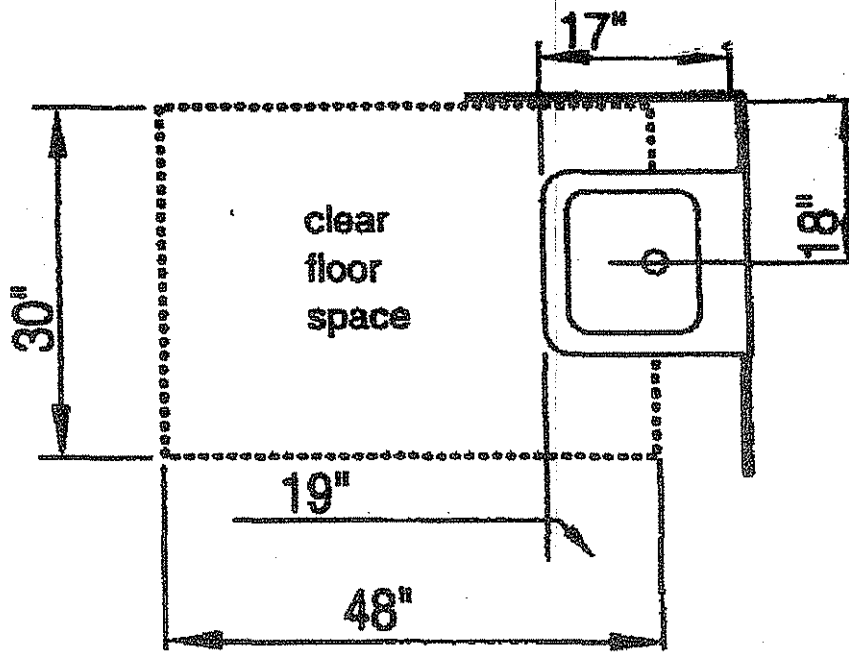
2000

3000

4000

5000

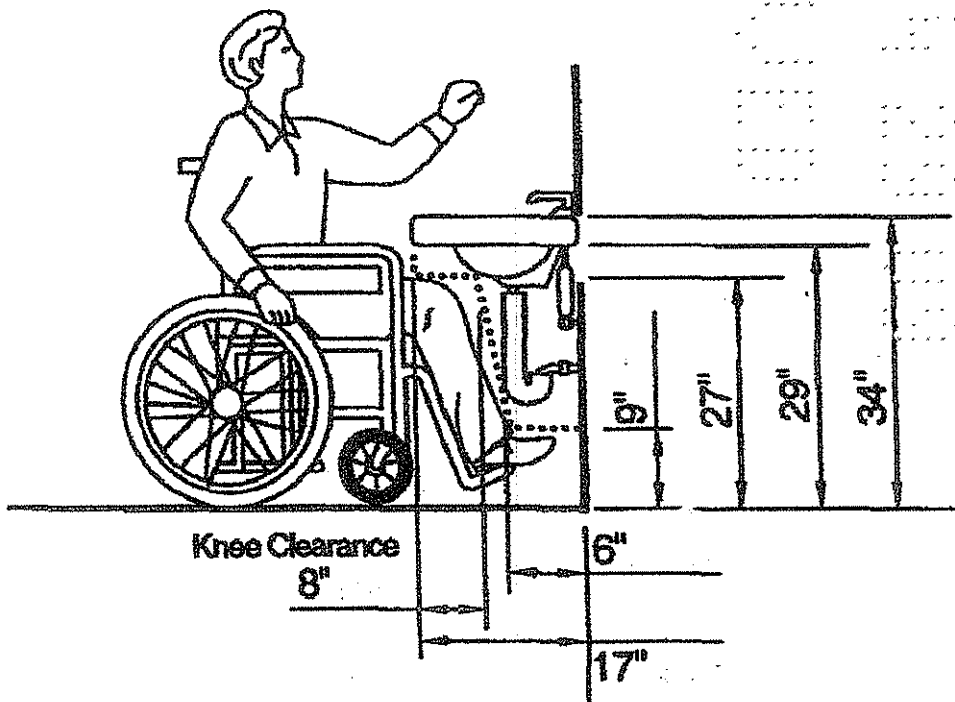


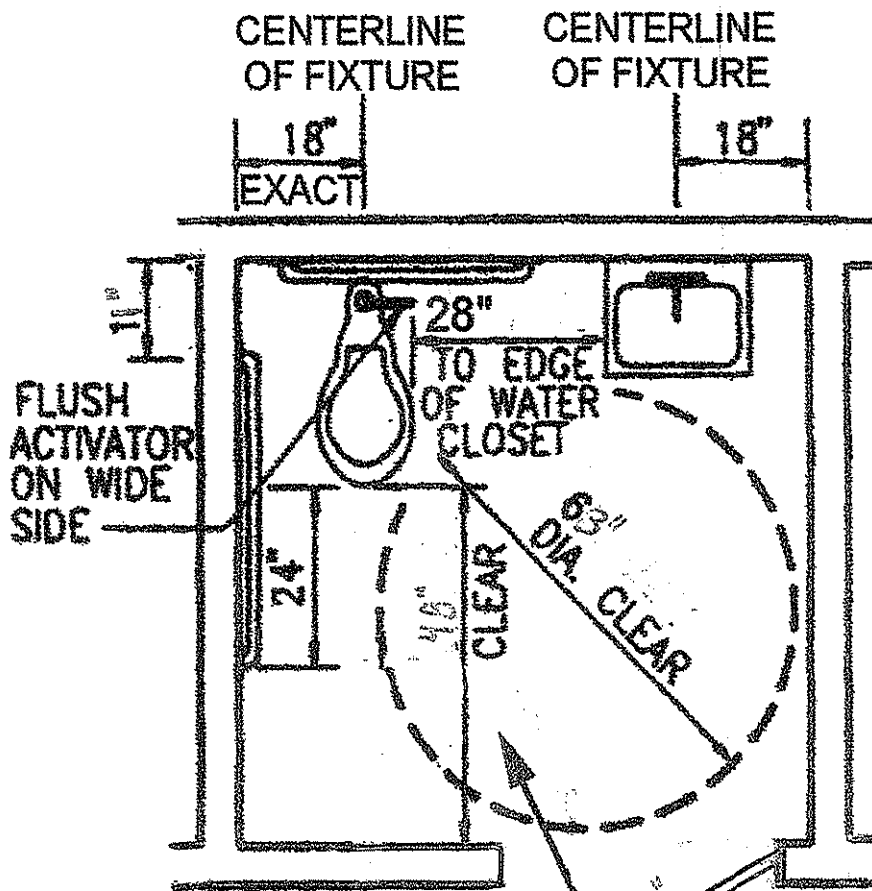


**FLOOR PLAN**

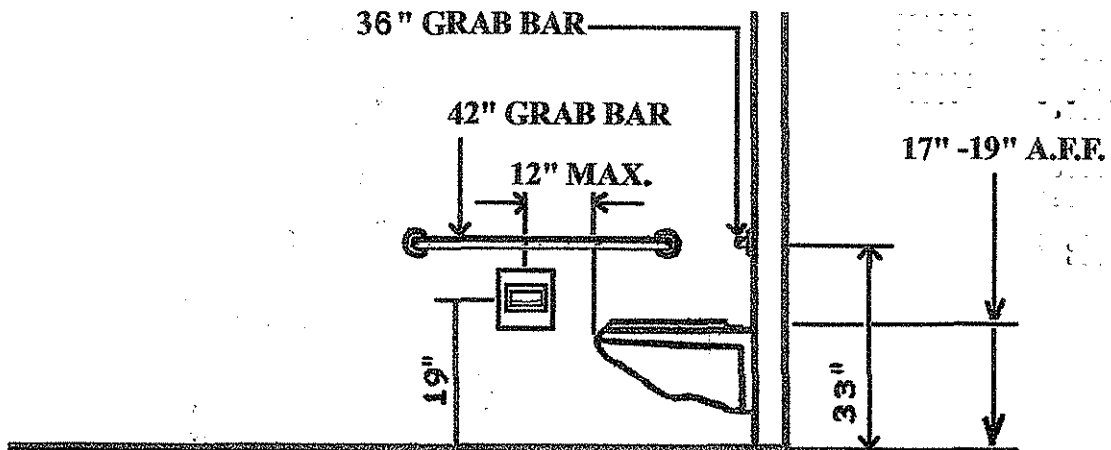
**LAVATORY CLEARANCES**

**LAVATORY CLEARANCES**





Max. 12" encroachment with a min. 60" landing for doors that swings inward; 48" clearance for doors that swings outward



SIDE ELEVATION

1  
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28

**EXHIBIT E**

June 7, 2009-06-07

To whom it may concern,

As a neighbor of, Atwater Alternative Care Collective, 3106 Glendale Blvd., Los Angeles, 90039, we are of the opinion that this non-profit establishment has in no way had a negative impact on our business or neighborhood. We are happy to have them as part of our community.

El Buen Gusto Rest.  
Business Name

3140 Glendale Blvd.  
Address

AUL RIVERA (HOST)  
Name/Position

A. Rivera  
Signature

VERONICA HERNANDEZ (SANDWICH ARTIST)  
Business Name

3112 Glendale Blvd.  
Address

\_\_\_\_\_  
Name/Position

\_\_\_\_\_  
Signature

Glenhurst Dental Group  
Business Name

3104 Glendale Blvd  
Address

IVO IVANKOVICH / ASST. MANAGER  
Name/Position

I. D. Ivankovich  
Signature

ATWATER COFFEE CO.  
Business Name

3147 GLENDALE BLVD. 90039  
Address

ANNA CHUNG  
Name/Position

313 1/2 New way market  
Signature



June 7, 2009-06-07

To whom it may concern,

As a neighbor of, Atwater Alternative Care Collective, 3106 Glendale Blvd., Los Angeles, 90039, we are of the opinion that this non-profit establishment has in no way had a negative impact on our business or neighborhood. We are happy to have them as part of our community.

Tonis Bakery Cafe.  
Business Name

3156 Glendale Blvd. LA CA 90039.  
Address

M  
Name/Position

\_\_\_\_\_  
Signature

Importante  
Business Name

3149 Glendale Blvd. LA CA 90039  
Address

Magdalena  
Name/Position

M. [Signature]  
Signature

Black Maria  
Business Name

3139 Glendale Blvd.  
Address

Store Manager  
Name/Position

M. Zee  
Signature

ARAH LLC  
Business Name

3135 Glendale Blvd.  
Address

Anna C. Kestner  
Name/Position

[Signature]  
Signature

June 7, 2009-06-07

To whom it may concern,

As a neighbor of, Atwater Alternative Care Collective, 3106 Glendale Blvd., Los Angeles, 90039, we are of the opinion that this non-profit establishment has in no way had a negative impact on our business or neighborhood. We are happy to have them as part of our community.

Amelia Fitzwater  
Business Name

3121 1/2 Glendale Blvd. LA CA 90039  
Address

Samantha / assistant  
Name/Position

  
Signature

Violet Willow  
Business Name

Dennis Robey  
Address

Movements  
Name/Position

Sandra Huberman  
Signature

Mila Boutique  
Business Name

2021 Glendale Bl.  
Address LA, CA. 90039

Sergio Hernandez (owner)  
Name/Position

  
Signature

Business Name

Address

Name/Position

Signature