

**COMMERCIAL LEASE AGREEMENT**

**THIS COMMERCIAL LEASE AGREEMENT (the "Lease")** is contingent on the successful close of escrow "Effective Date to be the close of escrow date"

[REDACTED]  
Telephone: [REDACTED]  
(the "Landlord")

- AND -

**RED HOUSE PIZZA, INC. 221 Main St, #99, Seal Beach CA 90740**  
Telephone: [REDACTED]  
(the "Tenant")

**IN CONSIDERATION OF** the Landlord leasing certain premises to the Tenant, the Tenant agreeing to lease those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which is hereby acknowledged, the Landlord and Tenant (collectively, the "Parties") agree as follows:

**I. BASIC TERMS OF THE LEASE**

The following basic terms are hereby approved by the Parties and each reference in this Lease to any of the basic terms will be construed to include the provisions set forth below as well as all of the additional terms and conditions of the applicable sections of this Lease where such basic terms are more fully set forth:

1. Landlord: [REDACTED]
2. Contact Information of [REDACTED]  
Phone: [REDACTED]
3. Tenant: RED HOUSE PIZZA, INC., personally guaranteed by [REDACTED]
4. Contact Information of RED HOUSE PIZZA, INC., : [REDACTED]  
[REDACTED] [REDACTED]
5. Leasable Area of Premises: Includes the full (100%) parcel of the real property located at 4613-4615 Park Blvd, San Diego, California 92116, which includes the Restaurant of

S.S.



approximately +/-740 square feet plus adjacent patio and beer garden, and the secondary building of approximately +/- 700 square feet and off street parking for such buildings.

6. Term: Lease commences April 1, 2022 and ends April 1, 2027. Tenant shall have the option to renew the Lease Term for two additional periods of five (5) years by giving Landlord written notice ninety (90) calendar days before the Lease Term expires, as set forth in the conditions herein.
7. Base Rent: \$5,700, payable per month. For the first 12 months of the lease, tenant is provided a discount in rent as follows: Month 1-Month 4, a discount of \$1,500 is applied to the base rent. Month 5- Month 12, a discount of \$1,000 is applied to the base rent.
8. Permitted Use of Premises:
  - a. Building One: Restaurant; and
  - b. Building Two:
9. Advance Rent: Before the commencement date of this Lease, the Tenant shall pay Landlord Rent for the first month and last month of the Lease term.
10. Security/Damage Deposit: \$5,700
11. Right of First Refusal: Tenant shall have a right of first refusal if, during the term of this Lease, Landlord seeks to sell the Premises, wherein before Landlord may sell the Premises to a third party, Landlord shall first offer the Premises to Tenant for purchase, as more specifically described herein.

## **II. DEFINITIONS FOR THE LEASE**

The following defined terms shall have the same meaning throughout this Lease unless stated otherwise.

1. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;

5-5

OK

2. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 4613-4615 Park Blvd, San Diego, CA 92116, as from time to time altered, expanded or reduced by the Landlord in his sole discretion;
3. "Common Areas and Facilities" mean:
  - a. those portions of the Building areas, buildings, improvements, facilities, in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to Tenant of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and
  - b. those lands, areas, buildings, improvements, facilities, which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
4. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
5. "Premises" collectively means the restaurant located at 4615 Park Blvd, CA 92116 and the secondary building located at 4613 Park Blvd, CA 92116 (east of the restaurant). The Premises comprise an overall Leasable Area of +/- 3300 square feet;
6. "Rent" means the total of Base Rent and Additional Rent.

### III. LEASED PREMISES

The Landlord agrees to rent to the Tenant the Premises for only the permitted use (the "Permitted Use") as described below:

S-S

*[Handwritten signature]*

1. A reasonable number of pets or animals are allowed in or about the Premises. If this privilege is abused, the Landlord may revoke this privilege upon thirty (30) days' notice.
2. Subject to the provisions of this Lease, the Tenant is entitled to the use of 2 parking spaces (the "Parking") on or about the Premises. Only properly insured motor vehicles may be parked in the Tenant's spaces.
3. The Landlord reserves the right in his reasonable discretion to alter, reconstruct, expand, withdraw from or add to the Building's from time to time. In the exercise of those rights, the Landlord undertakes to use reasonable efforts to minimize any interference with the visibility of the Premises and to use reasonable efforts to ensure that direct entrance to and exit from the Premises is maintained.
4. To the extent necessary for the Landlord's responsibilities under the Lease, the Landlord reserves the right for himself and for all persons authorized by him, to erect, use and maintain wiring, mains, pipes and conduits and other means of distributing services in and through the Premises, and at all reasonable times to enter upon the Premises for the purpose of installation, maintenance or repair, and such entry will not be an interference with the Tenant's possession under this Lease.
5. The Landlord reserves the right, when necessary by reason of accident, or in order to make repairs, alterations or improvements relating to the portion of the Premises that is the responsibility of Landlord, or to other portions of the Building's, to cause temporary obstruction to the Common Areas as reasonably necessary and to interrupt or suspend the supply of electricity, water and other services to the Premises until the repairs, alterations or improvements have been completed. There will be no abatement in rent because of such obstruction, interruption or suspension provided that the repairs, alterations or improvements are made as expeditiously as is reasonably possible.
6. Subject to this Lease, the Tenant and its employees, customers and invitees will have the non-exclusive right to use for their proper and intended purposes, during business hours in common with all others entitled thereto those parts of the Common Areas from time to time permitted by the Landlord. The Common Areas and the Building will at all times be subject to the exclusive control and management of the Landlord. The Landlord will operate and maintain the Common Areas and the Building in such manner as the Landlord determines from time to time.

#### IV. TERM OF LEASE AND RENT

S-S

or

1. The term of the Lease as described in Section I (the "Term").
2. If the Tenant remains in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party. If Tenant holds over after the expiration or earlier termination of the Lease Term or Renewal Term, without the express written consent of Landlord, then, without waiver of any right on the part of Landlord as a result of Tenant's failure to timely surrender possession of the Premises to Landlord, Tenant shall become a tenant at sufferance only, upon the terms and conditions set forth in this Lease so far as applicable (including Tenant's obligation to pay all costs, expenses and any other additional rent under this Lease), but at a Monthly Rent equal to one hundred fifty percent (150%) of the Base Rent applicable to the Premises immediately prior to the date of such expiration or earlier termination. Without the express written consent of Landlord, acceptance by Landlord of rent after such expiration or earlier termination shall not constitute a consent to a hold over hereunder, an extension of this Lease or an exercise by Tenant of any option to renew this Lease. Tenant shall pay an entire month's rent calculated in accordance with this Section for any portion of a month Tenant holds over and remains in possession of the Premises pursuant to this Section.
3. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$5,700, payable per month on the first of each month, for the Premises (the "Base Rent"), without setoff, abatement or deduction.
4. The Tenant will pay the Base Rent on or before the first day of each and every month of the Term to the Landlord at 96 Juliette Pointe Lane, NV 89011 or at such other place as the Landlord may later designate.
5. The Base Rent for the Premises will increase over the Term of the Lease as follows: The Initial Base Rent of the lease shall be increased on the first anniversary to \$5,850 per month, on the second anniversary to \$6,000 per month and in subsequent years starting at the third anniversary, the percentage increase will be 3% per year.
6. The Tenant will be charged an additional amount in interest and late charge(s) for any late payment of Base Rent or Additional Rent, as set forth below in Section VIII.

SS

CM

7. In the event that this Lease commences, expires or terminates before the end of a period for which any Additional Rent or Base Rent would be payable, or other than at the start or end of a calendar month, such amounts payable by the Tenant will be apportioned pro rata on the basis of a thirty (30) day month to calculate the amount payable for such irregular period.
8. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

#### **V. USE AND OCCUPATION**

1. The Tenant will carry on business under the ownership of RED HOUSE PIZZA, INC. and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the restaurant premises for business to the public fully fixture, stocked and staffed, at Tenant's sole cost and expense (unless otherwise stated herein), on the date of commencement of the Term and throughout the Term, and will continuously occupy and utilize the restaurant Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord. The tenant may, at his discretion, sublease the residential unit.
2. The Tenant covenants that the Tenant will carry on and conduct its business from time to time in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, state, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

#### **VI. ADVANCE RENT AND SECURITY DEPOSIT**

1. On execution of this Lease, the Tenant will pay the Landlord advance rent (the "Advance Rent") to be held by the Landlord without interest and to be applied on account of the first and last installments of Base Rent as they fall due and to be held to the extent not so applied as security for and which may be applied by the Landlord to the performance of the covenants and obligations of the Tenant under this Lease.
2. On execution of this Lease, the Tenant will also pay the Landlord a security deposit equal to the amount of \$5,700 (the "Security Deposit") to be held by the Landlord without interest. The balance of \$5,700 will be returned at the at the end of this tenancy, less such

SS

AK

deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear.

3. The Tenant may not use the Security Deposit as payment for the Rent.

#### **VII. QUIET ENJOYMENT**

1. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

#### **VIII. TENANT'S DEFAULT AND LANDLORD'S REMEDIES**

1. **Tenant's Default.** The occurrence of any one or more of the following events shall constitute a default under this Lease by Tenant:
  - a. The vacation or abandonment of the Property by Tenant. "Abandonment" is herein defined to include, but is not limited to, any absence by Tenant from the Property for five (5) business days or longer while in material default of any other provision of this Lease. "Vacation" shall mean vacating the Property without providing a reasonable level of security to minimize the potential for vandalism, or where the coverage of property insurance is jeopardized as a result thereof;
  - b. Tenant shall fail to pay in full (i) within ten (10) days after written notice from Landlord after any Base Rent payment and any item of Additional Rent when the same shall become due and payable hereunder, or (ii) within fourteen (14) days after written notice from Landlord after any other non-recurring payment required to be paid by Tenant under this Lease, and in either subsections (i) or (ii) such failure continues for a period of five (5) days from the date such payment was due;
  - c. the failure by Tenant to observe or perform any of the express or implied covenants or provisions of this Lease to be observed or performed by Tenant, other than as specified in paragraphs 1(a) and 1(b) of this Section, above, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that it may be cured but more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant shall commence such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion:

S-S

- d. (i) the making by Tenant or any guarantor hereof of any general assignment for the benefit of creditors, (ii) the filing by or against Tenant or any guarantor hereof of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant or any guarantor hereof, the same is dismissed within sixty (60) days), (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Property or of Tenant's interest in this Lease or of substantially all of any guarantor's assets, where possession is not restored to Tenant within sixty (60) days, or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Property or of substantially all of any guarantor's assets or of Tenant's interest in this Lease where such seizure-is not discharged within sixty (60) days;
- e. any material representation or warranty made by Tenant in this Lease or any other document delivered in connection with the execution and delivery of this Lease or pursuant to this Lease proves to be incorrect in any material respect; or
- f. Tenant or any guarantor hereof shall be liquidated or dissolved or shall begin proceedings towards its liquidation or dissolution.

Any notice given under this Section shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure, Section 1161, or any other applicable law.

2. **Landlord's Remedies; Termination.** In the event of any such default by Tenant, in addition to any other remedies available to Landlord under this Lease, at law or in equity, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder. In the event that Landlord shall elect to so terminate this Lease, then Landlord may recover from Tenant:

- a. the worth at the time of award of any unpaid Rent which had been earned at the time of such termination; plus
- b. the worth at the time of the 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 Tenant proves could have been reasonably avoided; plus

55



- c. 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 Tenant proves could be reasonably avoided; plus
  - d. any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom including, but not limited to: unamortized Tenant Improvement costs; attorneys' fees; unamortized brokers' commissions; the costs of refurbishment, alterations, renovation and repair of the Property; and removal (including the repair of any damage caused by such removal) and storage (or disposal) of Tenant's personal property, equipment, fixtures, Tenant improvements and any other items which Tenant is required under this Lease to remove but does not remove.
3. **Landlord's Remedies; Re-Entry Rights.** In the event of any such default by Tenant, in addition to any other remedies available to Landlord under this Lease, at law or in equity, Landlord shall also have the right as permitted by applicable law, with or without terminating this Lease, to re-enter the Property and remove all persons and property from the Property; such property may be removed, stored and/or disposed of pursuant to any and all procedures permitted by applicable law. No re-entry or taking possession of the Property by Landlord pursuant this Section, and no acceptance of surrender of the Property or other action on Landlord's part, shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction.
4. **Landlord's Remedies; Continuation of Lease.** In the event of any such default by Tenant, in addition to any other remedies available to Landlord under this Lease, at law or in equity, Landlord shall have the right to continue this Lease in full force and effect, whether or not Tenant shall have abandoned the Property. The foregoing remedy shall also be available to Landlord pursuant to California Civil Code section 1951.4 and any successor statute thereof in the event Tenant has abandoned the Property. In the event Landlord elects to continue this Lease in full force and effect pursuant to this section, then Landlord shall be entitled to enforce all of its rights and remedies under this Lease, including the right to recover rent as it becomes due. Landlord's election not to terminate this Lease pursuant to this Section or pursuant to any other provision of this Lease, at law or in equity, shall not preclude Landlord from subsequently electing to terminate this Lease or pursuing any of its other remedies.

S.S

5. **Landlord's Right to Perform.** Except as specifically provided otherwise in this lease, all covenants and agreements by Tenant under this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any abatement or offset of Rent. If Tenant shall fail to pay any sum of money (other than Rent) or perform any other act on its part to be paid or performed hereunder and such failure shall continue for ten (10) days with respect to monetary obligations (or twenty (20) days with respect to non-monetary obligations after Tenant's receipt or written notice thereof from Landlord (except that no notice will be required in the event of an emergency), Landlord may, without waiving or releasing Tenant from any of Tenant's obligations, make such payment or perform such other act on behalf of Tenant. All sums so paid by Landlord and all necessary incidental costs incurred by Landlord in performing such other acts shall be payable by Tenant to Landlord within fifteen (15) days after demand therefor as Additional Rent.
6. **Interest.** If any monthly installment of Rent or Additional Rent, or any other amount payable by Tenant hereunder is not received by Landlord by the date when due, it shall bear interest at the lesser of: (a) the prime rate announced from time to time by Wells Fargo Bank or, if Wells Fargo Bank ceases to exist or ceases to publish such rate, then the rate announced from time to time by the largest (as measured by deposits) chartered operating bank operating in California, plus eight percent (8%) per annum; or (b) the maximum rate permitted by law. Interest shall accrue from the date due until paid. All interest, and any late charges imposed pursuant to this Lease, shall be considered Additional Rent due from Tenant to Landlord under the terms of this Lease.
7. **Late Charges.** Tenant acknowledges that, in addition to Interest costs, the late payments by Tenant to Landlord of any Rent or other sums due under this Lease will cause Landlord to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impractical to fix. Such other costs include, without limitation, processing, administrative and accounting charges and late charges that may be imposed on Landlord by the terms of any mortgage, deed of trust or related loan documents encumbering the Property. Accordingly, if any installment of Rent or any other amount payable by Tenant hereunder is not received by Landlord by the due date thereof, Tenant shall pay to Landlord an additional sum of ten percent (10%) of the overdue amount as a late charge, but in no event more than the maximum late charge allowed by law. The parties agree that such late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of any late payment as hereinabove referred to by Tenant, and the payment of late charges and interest are distinct and separate in that the payment of interest is to compensate Landlord for the use of Landlord's money by Tenant while the payment of late charges is to compensate Landlord for Landlord's processing, administrative and other costs incurred by Landlord as a result of Tenant's delinquent payments. Acceptance of a late charge or interest shall not constitute a waiver of Tenant's

5-5

default with respect to the overdue amount or prevent Landlord from exercising any of the other rights and remedies available to Landlord under this Lease or at law or in equity now or hereafter in effect.

8. **Rights and Remedies Cumulative.** All rights, options and remedies of Landlord contained in this Section and elsewhere in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Landlord shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law or in equity, whether or not stated in this Lease.
9. **Waiver of Redemption.** Tenant hereby waives and surrenders for itself and all those claiming under it, including creditors of all kinds, (i) any right and privilege which it or any of them may have under any present or future law to redeem any of the Premises or Building or to have a continuance of this Lease after termination of this Lease or of Tenant's right of occupancy or possession pursuant to any court order or any provision hereof, and (ii) the benefits of any present or future law which exempts property from liability for debt or for distress for rent.
10. **Costs Upon Default and Litigation.** Tenant shall pay to Landlord and its mortgagees as additional rent all the reasonable expenses incurred by Landlord or its mortgagees in connection with any default by Tenant hereunder or the exercise of any remedy by reason of any default by Tenant hereunder, including reasonable attorneys' fees and expenses. If Landlord or its mortgagees shall be made a party to any litigation commenced against Tenant or any litigation pertaining to this Lease or the Premises and/or Building, at the option of Landlord and/or its mortgagees, Tenant, at its expense, shall provide Landlord and/or its mortgagees with counsel approved by Landlord and/or its mortgagees and shall pay all costs incurred or paid by Landlord and/or its mortgagees in connection with such litigation.

#### **IX. INSPECTIONS AND LANDLORD'S RIGHT TO ENTER**

1. During the Term and any renewal of this Lease, the Landlord and its agents may enter the Premises to make inspections or repairs at all reasonable times with reasonable notice given to Tenant. However, except where the Landlord or its agents consider it is an emergency, the Landlord must have given not less than 24 hours prior written notice to the Tenant.
2. The Tenant acknowledges that the Landlord or its agent will have the right to enter the Premises at all reasonable times to show them to prospective purchasers, encumbrancers, Tenants or assignees, and may also during the ninety days preceding the termination of the

S-S

W

terms of this Lease, place upon the Premises the usual type of notice to the effect that the Premises are for rent, which notice the Tenant will permit to remain on them.

3. The Landlord may inspect the Tenant's goods on the Premises and the Tenant's records relating to those goods during normal business hours, with at least five (5) days' written notice, to identify the nature of the goods, compliance with this Lease, or compliance with any laws, regulations, or other rules.

**X. CHATELS, TENANT IMPROVEMENTS, UTILITIES & SIGNS**

1. Landlord Chattels

- a. The Landlord will not supply any chattels.

2. Tenant Improvements: The Tenant will obtain written permission from the Landlord before doing any of the following:

- a. Significantly altering the appearance of the Premises;
- b. removing or adding walls, or performing any structural alterations;
- c. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
- d. affixing to or erecting upon or near the Premises any radio or TV antenna or tower, or satellite dish; or
- e. installing or affixing upon or near the Premises any plant, equipment, machinery or apparatus without the Landlord's prior consent.

3. Utilities and Other Costs:

- a. The Tenant is responsible for the direct payment of any and all utilities and other charges in relation to the Premises, including, but not limited to, electricity, natural gas, water, sewer, telephone, internet and cable.

5-5

- b. The Tenant will also directly pay for the following utilities and other charges in relation to the Premises:
  - i. levies payable to the above authorities;
  - ii. Charges for gas, electricity, telephones and other utilities;
  - iii. Charges for water;
  - iv. Charges for trash collection;
  - v. Insurance premiums;
  - vi. Charges for cleaning, maintenance, internal repainting, repairs, building services but excluding any structural repairs to the building, its roof and exterior walls. The Landlord is responsible for keeping the building in waterproof condition;
  - vii. Charges for securing the restaurant, ie to a licensed security company
4. Tenant to pay 100% of outgoings in respect of the premises and its utilities to which it has exclusive rights including:
  - a. Signs: The Tenant may erect, install and maintain a sign of a kind and size in a location, all in accordance with the Landlord's design criteria for the Building and as first approved in writing by the Landlord. All other signs, as well as the advertising practices of the Tenant, will comply with all applicable rules and regulations of the Landlord. The Tenant will not erect, install or maintain any sign other than in accordance with this section.

#### **XI. OPTION TO RENEW LEASE TERM**

1. Provided that Tenant is not in default under this Lease, Tenant shall have the option to renew the Lease Term for two (2) addition periods of five (5) years (the "Renewal Term") by giving Landlord written notice ninety (90) calendar days before the Lease Term expires. The Base Rent for the Renewal Term will increase, pursuant to Section IV. Such Renewal Term shall be subject to all of the terms, covenants, restrictions, and conditions of this Lease.

SS

AK

## **XII. INSURANCE**

1. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's policy of insurance.
2. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Premises for either damage and loss, and the Tenant assumes no liability for any such loss.
3. The Tenant is responsible for insuring the Premises for damage or loss to the structure, mechanical or improvements to the Building on the Premises for the benefit of the Tenant and the Landlord. Such insurance should include such risks as fire, theft, vandalism, flood and disaster.
4. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.
5. The Tenant will provide proof of such insurance to the Landlord upon the issuance or renewal of such insurance.
6. Tenant's Insurance:
  - a. The Tenant will, during the whole of the Term and during such other time as the Tenant occupies the Premises, take out and maintain the following insurance, at the Tenant's sole expense, in such form as used by solvent insurance companies in the State of California:
    - i. Comprehensive general liability insurance against claims for bodily injury, including death, and property damage or loss arising out of the use or occupation of the Premises, or the Tenant's business on or about the Premises; such insurance to be in the joint name of the Tenant and the Landlord so as to indemnify and protect both the Tenant and the Landlord and to contain a 'cross liability' and 'severability of interest' clause so that the Landlord and the Tenant may be insured in the same manner and to the same extent as if individual policies had been issued to each, and will be for the amount of not less than \$1,000,000.00 combined single limit or such other amount as may be reasonably required by the Landlord from time to

S.S.

AK

time; such comprehensive general liability insurance will for the Tenant's benefit only include contractual liability insurance in a form and of a nature broad enough to insure the obligations imposed upon the Tenant under the terms of this Lease.

- ii. Tenant shall also maintain or cause to maintain, Business Interruption Insurance, naming landlord as additional insured and providing coverage for a period of not less than 12 months, for any event that prohibits Tenant from conducting its business in the premises, including coverage for loss of rent. In the event that the premises be destroyed or damaged or such other event occurs which is insurable under such policy, unless Tenant continues to pay landlord, the minimum rent when it becomes due, the proceeds of such insurance shall be paid to landlord and applied to the rent due.
  - iii. All risks insurance upon its merchandise, stock-in-trade, furniture, fixtures and improvements and upon all other property in the Premises owned by the Tenant or for which the Tenant is legally liable, and insurance upon all glass and plate glass in the Premises against breakage and damage from any cause, all in an amount equal to the full replacement value of such items, which amount in the event of a dispute will be determined by the decision of the Landlord. In the event the Tenant does not obtain such insurance, it is liable for the full costs of repair or replacement of such damage or breakage.
  - iv. Boiler and machinery insurance on such boilers and pressure vessels as may be installed by, or under the exclusive control of, the Tenant in the Premises.
  - v. Owned automobile insurance with respect to all motor vehicles owned by the Tenant and operated in its business.
- b. The Tenant's policies of insurance hereinbefore referred to will contain the following:
- i. provisions that the Landlord is protected notwithstanding any act, neglect or misrepresentation of the Tenant which might otherwise result in the avoidance of claim under such policies will not be affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insured(s);
  - ii. provisions that such policies and the coverage evidenced thereby will be primary and noncontributing with respect to any policies carried by the

S.S.

Landlord and that any coverage carried by the Landlord will be excess coverage;

- iii. all insurance referred to above will provide for waiver of the insurer's rights of subrogation as against the Landlord; and
  - iv. provisions that such policies of insurance will not be cancelled without the insurer providing the Landlord thirty (30) days' written notice stating when such cancellation will be effective.
7. The Tenant will further during the whole of the Term maintain such other insurance in such amounts and in such sums as the Landlord may reasonably determine from time to time. Evidence satisfactory to the Landlord of all such policies of insurance will be provided to the Landlord upon request.
8. The Tenant will not do, omit or permit to be done or omitted upon the Premises anything which will cause any rate of insurance upon the Building or any part of the Building to be increased or cause such insurance to be cancelled. If any such rate of insurance will be increased as previously mentioned, the Tenant will pay to the Landlord the amount of the increase as Additional Rent. If any insurance policy upon the Building or any part of the Building is cancelled or threatened to be cancelled by reason of the use or occupancy by the Tenant or any such act or omission, the Tenant will immediately remedy or rectify such use, occupation, act or omission upon being requested to do so by the Landlord, and if the Tenant fails to so remedy or rectify, the Landlord may at its option terminate this Lease and the Tenant will immediately deliver up possession of the Premises to the Landlord.
9. The Tenant will not at any time during the Term use, exercise, carry on or permit or suffer to be used, exercised, carried on, in or upon the Premises or any part of the Premises, any noxious, noisome or offensive act, trade business occupation or calling, and no act, matter or thing whatsoever will at any time during the said term be done in or upon the Premises, or any part Premises, which will or may be or grow to the annoyance, nuisance, grievance, damage or disturbance of the occupiers or owners of the Building, or adjoining lands or premises.

#### 10. Landlord's Insurance

- a. The Landlord will take out or cause to be taken out and keep or cause to be kept in full force and effect during the whole of the Term:

S-S

OK



- i. fire and extended coverage insurance on the Building, except foundations, on a replacement cost basis, subject to such deductions and exceptions as the Landlord may determine; such insurance will be in a form or forms normally in use from time to time for buildings and improvements of a similar nature similarly situate, including, should the Landlord so elect, insurance to cover any loss of rental income which may be sustained by the Landlord;
  - ii. boiler and machinery insurance of such boilers and pressure vessels as may be installed by, or under the exclusive control of, the Landlord in the Building (other than such boilers and pressure vessels to be insured by the Tenant hereunder); and
  - iii. comprehensive general liability insurance against claims for bodily injury, including death and property damage in such form and subject to such deductions and exceptions as the Landlord may determine; provided that nothing in this clause will prevent the Landlord from providing or maintaining such lesser, additional or broader coverage as the Landlord may elect in its discretion.
- b. The Landlord agrees to request its insurers, upon written request of the Tenant, to have all insurance taken out and maintained by the Landlord provide for waiver of the Landlord's insurers' rights of subrogation as against the Tenant when and to the extent permitted from time to time by its insurers.

### **XIII. TENANT'S RIGHT OF FIRST REFUSAL**

1. During the term of this Lease, before Landlord may sell the Premises to a third party, Landlord shall first offer the Premises to Tenant for purchase. Landlord must provide written notice to Tenant that he desires to sell the Premises and may offer a purchase price in that notice ("Landlord's Notice"). From the date of Landlord's Notice, Tenant shall have fifteen (15) calendar days to decide whether to try and negotiate an agreement for the purchase of the Premises from Landlord ("Notice Period"). If Tenant desires to negotiate an agreement for purchase of the Premises, he must provide written notice to Landlord, and Landlord must receive such notice before the Notice Period expires ("Tenant's Notice"). Promptly after Landlord receives Tenant's Notice, the Parties shall commence good faith negotiations exclusively with each other for the purchase and sale of the Premises for a period not to exceed ninety (90) calendar days from the date the Notice Period expires.

SS

AK

2. If Landlord does not receive the Tenant's Notice before the Notice Period expires or, if Landlord does receive the Tenant's Notice but the Parties do not enter into a legally binding, written agreement for the purchase and sale of the Premises within the said 90-day period, Landlord shall be free to enter into an agreement with a third party.
3. If Landlord does not enter into a legally, written binding agreement with a third-party after the Parties engaged in good faith negotiations or the Landlord never received the Tenant's Notice within the Notice Period, and Landlord decides to not sell the Premises altogether, the Parties do not need to repeat this process again if Landlord decides to sell the Premises at a later time during the Lease or Renewal Term.

#### **XIV. MISCELLANEOUS**

##### **1. Subordination and Attornment**

- a. This Lease and the Tenant's rights under this Lease will automatically be subordinate to any mortgage or mortgages, or encumbrance resulting from any other method of financing or refinancing, now or afterwards in force against the Lands or Building or any part of the Lands or Building, as now or later constituted, and to all advances made or afterwards made upon such security; and, upon the request of the Landlord, the Tenant will execute such documentation as may be required by the Landlord in order to confirm and evidence such subordination.
- b. The Tenant will, in the event any proceedings are brought, whether in foreclosure or by way of the exercise of the power of sale or otherwise, under any other mortgage or other method of financing or refinancing made by the Landlord in respect of the Building, or any portion of the Building, attorn to the encumbrancer upon any such foreclosure or sale and recognize such encumbrancer as the Landlord under this Lease, but only if such encumbrancer will so elect and require.
- c. Upon the written request of the Tenant, the Landlord agrees to request any mortgagee or encumbrancer of the Lands (present or future) to enter into a non-disturbance covenant in favor of the Tenant, whereby such mortgagee or encumbrancer will agree not to disturb the Tenant in its possession and enjoyment of the Premises for so long as the Tenant is not in default under this Lease.

##### **2. Estoppel Certificate and Acknowledgement**

SS

*[Handwritten signature]*

- a. Whenever requested by the Landlord, a mortgagee or any other encumbrance holder or other third party having an interest in the Building or any part of the Building, the Tenant will, within ten (10) days of the request, execute and deliver an estoppel certificate or other form of certified acknowledgement as to the Commencement Date, the status and the validity of this Lease, the state of the rental account for this Lease, any incurred defaults on the part of the Landlord alleged by the Tenant, and such other information as may reasonably be required.

### 3. Tenant's Indemnity

- a. The Tenant will and does hereby indemnify and save harmless the Landlord, or any other person claiming through or under the Landlord, of and from all loss and damage and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever for which the Landlord will or may become liable, incur or suffer by reason of a breach, violation or nonperformance by the Tenant of any covenant, term or provision hereof or by reason of any builders' or other liens for any work done or materials provided or services rendered for alterations, improvements or repairs, made by or on behalf of the Tenant to the Premises, or by reason of any injury occasioned to or suffered by any person or damage to any property, or by reason of any wrongful act or omission, default or negligence on the part of the Tenant or any of its agents, concessionaires, contractors, customers, employees, invitees or licensees in or about the Building, including any losses caused, or contributed to by, any trespasser while that trespasser is in or about the Building.
- b. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss, injury, or damage to persons or property resulting from falling plaster, steam, electricity, water, rain, snow or dampness, or from any other cause.
- c. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss or damage caused by acts or omissions of other tenants or occupants, their employees or agents or any persons not the employees or agents of the Landlord, or for any damage caused by the construction of any public or quasi-public works, and in no event will the Landlord be liable for any consequential or indirect damages suffered by the Tenant.
- d. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss, injury or damage caused to persons using the Common Areas and Facilities or to vehicles or their contents or any other property on them, or for any

SS

at

damage to property entrusted to its or their employees, or for the loss of any property by theft or otherwise, and all property kept or stored in the Premises will be at the sole risk of the Tenant.

4. Liens

- a. The Tenant will immediately upon demand by the Landlord remove or cause to be removed and afterwards institute and diligently prosecute any action pertinent to it, any builders' or other lien or claim of lien noted or filed against or otherwise constituting an encumbrance on any title of the Landlord. Without limiting the foregoing obligations of the Tenant, the Landlord may cause the same to be removed, in which case the Tenant will pay to the Landlord as Additional Rent, such cost including the Landlord's legal costs.

5. Attorney Fees

- a. All costs, expenses and expenditures including and without limitation, complete legal costs incurred by the Landlord on a solicitor/client basis as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Tenant of any other condition contained in the Lease, will forthwith upon demand be paid by the Tenant as Additional Rent.

6. Governing Law

- a. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the city of San Diego and the State of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

7. Severability

- a. The invalidity or unenforceability of any provision of this Lease (except for Tenant's obligation to pay Rent) shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain valid and in full force and effect to the fullest extent permitted by law.

8. Amendment of Lease

S-S

OK

- a. Any amendment or modification of this Lease or additional obligation assumed by either party to this Lease in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

#### 9. Assignment and Subletting

- a. The Tenant will not assign this Lease in whole or in part, nor sublet the restaurant, nor grant any license or part with possession of the Premises or transfer to any other person in whole or in part or any other right or interest under this Lease (except to a parent, subsidiary or affiliate of the Tenant), without the prior written consent of the Landlord in each instance, which consent will not be unreasonably withheld so long as the proposed assignment or sublease complies with the provisions of this Lease.
- b. Notwithstanding any assignment or sublease, the Tenant will remain fully liable on this Lease and will not be released from performing any of the terms, covenants and conditions of this Lease.
- c. If the Lease is assigned or if the Premises or any part of the Premises are sublet or occupied by anyone other than the Tenant, the Landlord may collect rent directly from the assignee, subtenant or occupant, and apply the net amount collected, or the necessary portion of that amount, to the rent owing under this Lease.
- d. The prohibition against assigning or subletting without the consent required by this Lease will be constructed to include a prohibition against any assignment or sublease by operation of law.
- e. The consent by the Landlord to any assignment or sublease will not constitute a waiver of the necessity of such consent to any subsequent assignment or sublease.

#### 10. Bulk Sale

- a. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

JS

OK

## 11. Damage to Premises

- a. If the Premises, or any part of the Premises, will be partially damaged by fire or other casualty not due to the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor, the Premises will be promptly repaired by the Landlord and there will be an abatement of rent corresponding with the time during which, and the extent to which, the Premises may have been untenable. However, if the Premises should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor to the extent that the Landlord will decide not to rebuild or repair, the term of this Lease will end and the Rent will be prorated up to the time of the damage.

## 12. Force Majeure

- a. In the event that the Landlord or the Tenant will be unable to fulfill, or shall be delayed or prevented from the fulfillment of, any obligation in this Lease by reason of municipal delays in providing necessary approvals or permits, the other party's delay in providing approvals as required in this Lease, strikes, third party lockouts, fire, flood, earthquake, lightning, storm, acts of God or our Country's enemies, riots, insurrections or other reasons of like nature beyond the reasonable control of the party delayed or prevented from fulfilling any obligation in this Lease (excepting any delay or prevention from such fulfillment caused by a lack of funds or other financial reasons) and provided that such party uses all reasonable diligence to overcome such unavoidable delay, then the time period for performance of such an obligation will be extended for a period equivalent to the duration of such unavoidable delay.

## 13. Eminent Domain and Expropriation

- a. If during the Term, title is taken to the whole or any part of the Building by any competent authority under the power of eminent domain or by expropriation, which taking, in the reasonable opinion of the Landlord, does not leave a sufficient remainder to constitute an economically viable building, the Landlord may at its option, terminate this Lease on the date possession is taken by or on behalf of such authority. Upon such termination, the Tenant will immediately deliver up possession of the Premises, Base Rent and any Additional Rent will be payable up to the date of such termination, and the Tenant will be entitled to be repaid by the Landlord any rent paid in advance and unearned or an appropriate portion of that rent. In the event of any such taking, the Tenant will have no claim upon the Landlord for the value of its property or the unexpired portion of the Term, but the

SS

or

Parties will each be entitled to separately advance their claims for compensation for the loss of their respective interests and to receive and retain such compensation as may be awarded to each respectively. If an award of compensation made to the Landlord specifically includes an award for the Tenant, the Landlord will account for that award to the Tenant and vice versa.

#### 14. Condemnation

- a. A condemnation of the Building or any portion of the Premises will result in termination of this Lease. The Landlord will receive the total of any consequential damages awarded as a result of the condemnation proceedings. All future rent installments to be paid by the Tenant under this Lease will be terminated.

#### 15. Tenant's Repairs, Alterations, and Maintenance

- a. The Tenant covenants with the Landlord to occupy the Premises in a tenant-like manner and not to commit waste. The Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the Term and any Renewal Term of this Lease. Tenant is required to keep, repair, replace and maintain all portions of the Premises including, but not limited to, all mechanical, plumbing, electrical, and utility lines and systems that service the Premises, at its sole expense. Tenant is further required to keep, repair, replace, and maintain the inside portions of the Premises, such as, but not limited to, the finished surfaces of the floors and ceilings, windows, appliances, and any other mechanical or electrical apparatuses at its sole expense. When it becomes (or, acting reasonably, should have become) aware of same, the Tenant will notify the Landlord of any damage to or deficiency or defect in any part of the Premises or the Building.
- b. The Tenant covenants with the Landlord that the Landlord, its servants, agents and workmen may enter and view the state of repair of the Premises and that the Tenant will repair the Premises according to notice in writing received from the Landlord, subject to the Landlord's repair obligations. If the Tenant refuses or neglects to repair as soon as reasonably possible after written demand, the Landlord may, but will not be obligated to, undertake such repairs without liability to the Tenant for any loss or damage that may occur to the Tenant's merchandise, fixtures or other property or to the Tenant's business by such reason, and upon such completion, the Tenant will pay, upon demand, as Additional Rent, the Landlord's cost of making such repairs, as described in Section VIII.

SS

AT

- c. The Tenant will keep in good order, condition and repair the non-structural portions of the interior of the Premises and every part of those Premises, including, without limiting the generality of the foregoing, all equipment within the Premises, fixtures, walls, ceilings, floors, windows, doors, plate glass and skylights located within the Premises. Without limiting the generality of the foregoing, the Tenant will keep, repair, replace and maintain all glass, Tenant is required to keep, repair, replace and maintain all portions of the Premises including, but not limited to, all mechanical, plumbing, electrical, and utility lines and systems that service the Premises, at its sole expense. Tenant is further required to keep, repair, replace, and maintain the inside portions of the Premises, such as, but not limited to, the finished surfaces of the floors and ceilings, windows, appliances, and any other mechanical or electrical apparatuses at its sole expense. When it becomes (or, acting reasonably, should have become) aware of same, the Tenant will notify the Landlord of any damage to or deficiency or defect in any part of the Premises or the Building. The Tenant will not use or keep any device which might overload the capacity of any floor, wall, utility, electrical or mechanical facility or service in the Premises or the Building.
- d. The Tenant will not make or permit others to make alterations, additions or improvements or erect or have others erect any partitions or install or have others install any trade fixtures, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades, awnings, exterior decorations or make any changes to the Premises or otherwise without first obtaining the Landlord's written approval thereto, such written approval not to be unreasonably withheld in the case of alterations, additions or improvements to the interior of the Premises.
- e. The Tenant will not install in or for the Premises any special locks, safes or apparatus for air-conditioning, cooling, heating, illuminating, refrigerating or ventilating the Premises without first obtaining the Landlord's written approval thereto. Locks may not be added or changed without the prior written agreement of both the Landlord and the Tenant.
- f. The Tenant will keep the fixtures in the Premises in good order and repair. The Tenant will, at Tenant's sole expense, make all required repairs to the plumbing, range, heating apparatus, and electric and gas fixtures whenever damage to such items will have resulted from the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor.
- g. Where the Premises has its own sidewalk, entrance, driveway or parking space which is for the exclusive use of the Tenant and its guests, the Tenant will keep the



sidewalk, entrance, driveway or parking space clean, tidy and free of objectionable material including dirt, debris, snow and ice.

- h. When seeking any approval of the Landlord for Tenant repairs as required in this Lease, the Tenant will present to the Landlord plans and specifications of the proposed work which will be subject to the prior approval of the Landlord, not to be unreasonably withheld or delayed.
- i. The Tenant will promptly pay all contractors, material suppliers and workmen so as to minimize the possibility of a lien attaching to the Premises or the Building. Should any claim of lien be made or filed the Tenant will promptly cause the same to be discharged.
- j. The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, ballasts or fixtures serving the Premises.

#### 16. Landlord's Repairs

- a. The Landlord covenants and agrees to effect at its expense repairs of a structural nature to the structural elements of the roof, foundation and outside walls of the Building, whether occasioned or necessitated by faulty workmanship, materials, improper installation, construction defects or settling, or otherwise, unless such repair is necessitated by the negligence of the Tenant, its servants, agents, employees or invitees, in which event the cost of such repairs will be paid by the Tenant together with an administration fee of fifteen percent (15%) for the Landlord's overhead and supervision or the maximum administration fee permitted by law, whichever is higher.

#### 17. Care and Use of Premises

- a. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
- b. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.

SS

OK

- c. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
- d. The Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner.
- e. The Tenant will not engage in any illegal trade or activity on or about the Premises.
- f. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
- g. The hallways, passages and stairs of the Building in which the Premises are situated will be used for no purpose other than going to and from the Premises and the Tenant will not in any way encumber those areas with boxes, furniture or other material or place or leave rubbish in those areas and other areas used in common with any other tenant.

#### 18. Surrender of Premises

- a. Upon the expiration or sooner termination of this Lease, Tenant shall surrender all keys for the Premises to Landlord, and Tenant shall deliver exclusive possession of the Premises to Landlord broom clean (including, but not limited to, the disposal or, according to applicable law, all unused inventory, refuse, and scrap materials and thereafter to clean to commercially acceptable standards, including sterilization of impermeable surfaces and removing any odors which are present in the Premises, wall to wall and ceiling to flood all floors, walls, immovable fixtures, and air ducts serving the Premises) and in first-class condition and repair, reasonable wear and tear excepted (and casualty damage excepted if this Lease is terminated as a result thereof pursuant to this Lease), with all of Tenant's personal property (and those items, if any, of Tenant improvements and Tenant changes) removed therefrom (including, but not limited to, the dismantling of Tenant's operations according to applicable law) and all damage caused by such removal repaired. If, for any reason, Tenant fails to surrender the Premises on the expiration or earlier termination of this Lease, with such removal and repair obligations completed, then, in addition to the provisions of this Lease and Landlord's rights and remedies under this Lease, Tenant shall indemnify, protect, defend (by counsel reasonably approved in writing by Landlord) and hold Landlord harmless from and against any and all claims, judgments, suits, causes of action, damages, losses, liabilities and expenses (including attorneys' fees and court costs) resulting from such failure to surrender, including, without limitation, any claim made by any succeeding tenant based

SS

Q

thereon. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

19. Hazardous Materials

- a. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

20. Rules and Regulations

- a. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

21. Addresses for Notice: For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Tenant and Landlord shall refer to the addresses and contact information below:

- a. Tenant
  - i. During Tenancy: Premises
  - ii. After Tenancy is Terminated: [REDACTED]
  - iii. Telephone [REDACTED]
- b. Landlord
  - i. Before and After Tenancy is Terminated: [REDACTED], both during this tenancy and after it is terminated.
  - ii. Telephone: [REDACTED]
  - iii. E-mail: [REDACTED]
- c. The Landlord or the Tenant may, on written notice to each other, change their respective addresses for notice under this Lease.

22. No Waiver

- a. No provision of this Lease will be deemed to have been waived by the Landlord unless a written waiver from the Landlord has first been obtained and, without limiting the generality of the foregoing, no acceptance of rent subsequent to any default and no condoning, excusing or overlooking by the Landlord on previous

SS

ck

occasions of any default nor any earlier written waiver will be taken to operate as a waiver by the Landlord or in any way to defeat or affect the rights and remedies of the Landlord.

#### 23. Landlord's Performance

- a. Notwithstanding anything to the contrary contained in this Lease, if the Landlord is delayed or hindered or prevented from the performance of any term, covenant or act required under this Lease by reason of strikes, labor troubles, inability to procure materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God or other reason, whether of a like nature or not, which is not the fault of the Landlord, then performance of such term, covenant or act will be excused for the period of the delay and the Landlord will be entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such delay.

#### 24. Remedies Cumulative

- a. No reference to or exercise of any specific right or remedy by the Landlord will prejudice or preclude the Landlord from any other remedy whether allowed at law or in equity or expressly provided for in this Lease. No such remedy will be exclusive or dependent upon any other such remedy, but the Landlord may from time to time exercise any one or more of such remedies independently or in combination.

#### 25. Landlord May Perform

- a. If the Tenant fails to observe, perform or keep any of the provisions of this Lease to be observed, performed or kept by it and such failure is not rectified within the time limits specified in this Lease, the Landlord may, but will not be obliged to, at its discretion and without prejudice, rectify the default of the Tenant. The Landlord will have the right to enter the Premises for the purpose of correcting or remedying any default of the Tenant and to remain until the default has been corrected or remedied. However, any expenditure by the Landlord incurred in any correction of a default of the Tenant will not be deemed to waive or release the Tenant's default or the Landlord's right to take any action as may be otherwise permissible under this Lease in the case of any default.

#### 26. Access Inspection

SS

OK

- a. The Premises has not been inspected by a Certified Access Specialist, and the Landlord will not have any responsibility to make, or liability for, alterations or repairs to meet accessibility standards.
- b. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or Landlord may not prohibit the Tenant or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the Tenant or tenant, if requested by the Tenant or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

## 27. General Provisions

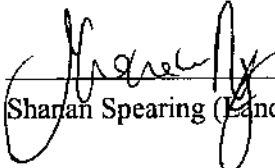
- a. The Tenant authorizes the Landlord to make inquiries to any agency related to the Tenant's compliance with any laws, regulations, or other rules, related to the Tenant or the Tenant's use of the Premises. The Tenant will provide to the Landlord any written authorization that the Landlord may reasonable require to facilitate these inquiries.
- b. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
- c. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.
- d. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
- e. All schedules to this Lease are incorporated into and form an integral part of this Lease.

S-S

OK

- f. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
- g. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
- h. Time is of the essence in this Lease.
- i. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.
- j. Nothing contained in this Lease is intended by the Parties to create a relationship of principal and agent, partnership, nor joint venture. The Parties intend only to create a relationship of landlord and tenant.

**IN WITNESS WHEREOF** the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this xxx day of March 2022

  
Sharon Spearing (Landlord)

  
RED HOUSE PIZZA, INC. (Tenant)