

CITY OF LAS VEGAS REDEVELOPMENT AGENCY COMMERCIAL VISUAL IMPROVEMENT AGREEMENT

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2013, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body organized and existing under the community development laws of the State of Nevada (hereinafter referred to as the "Agency") and EAT HERE LV, LLC, a Nevada limited liability company (hereinafter referred to as the "Tenant").

Recitals

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the redevelopment area; and

WHEREAS, pursuant to the implementation of the Commercial VIP, the Agency wishes to improve the exterior walls and faces of the buildings on that property described on Attachment "1" hereto in accordance with this Agreement and the Commercial VIP Guidelines (the "CVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area; and

WHEREAS, the Agency shall reimburse the Tenant for any Pre-approved Qualified Exterior Improvements to a maximum of Forty-Five Thousand Dollars and 00/100 (\$45,000.00), and the Tenant has provided a 100% matching cash contribution to the Agency's participation to ensure that the Tenant has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency.

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

SECTION 1: SCOPE OF AGREEMENT. The purpose of this Agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment "1" and incorporated herein by reference. Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 495 S. Main Street, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes

the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. Tenant warrants that, either through a majority interest, it has a valid and binding leasehold interest for five (5) years successive to the Effective Date of this Agreement (as defined hereinafter), the Site. Such ownership or leasehold interest is demonstrated by Attachment "2", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Tenant", as used in this Agreement, include not only the Tenant but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and Tenant individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Tenant shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment "3" and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within thirty (30) days of execution of this Agreement by the Agency, Tenant agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site pursuant to the plans and other documents submitted by Tenant and approved by Agency in accordance with the CVIP Guidelines. Tenant shall complete the improvements within one hundred twenty (120) days of commencement of work. Additional time may be given upon approval of the Agency, which approval shall not be unreasonably withheld. The improvements to the site also shall be referred to as the "Project" hereinafter. The Agency shall maintain a right of access to the Site, provided that the Agency gives the Tenant a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

SECTION 4: MAINTENANCE OF IMPROVEMENTS. Tenant covenants and agrees, for itself, its lessees, successors and assigns during the term of this Agreement to diligently maintain and care for the improvements in accordance with the plans approved by Agency. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas.

SECTION 5: RESERVED

SECTION 6: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds \$10,000, then the Tenant in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the Tenant is unable to obtain three (3) or more competitive bids, the Tenant shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7: DESIGN REVIEW COMMITTEE. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Design Review Committee comprised of one or more staff members from the following City of Las Vegas municipal departments: Economic and Urban Development; Planning and Development ; Land Development section of Public Works; Development Coordination section of Public Works; and Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Design Review Committee shall meet on an ad hoc basis. The Design Review Committee shall recommend approval or disapproval of the Project Scope of Work. If the Project is disapproved, the Agency shall retain the right to ask the Tenant to make changes to the proposed Scope of Work.

SECTION 8: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Tenant must comply with all development standards applicable to the Scope of Work, including but not limited to, the

Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 9: FAILURE TO COMPLETE WORK. If the contractor selected by the Tenant fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 10: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Tenant from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 11: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Tenant has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Tenant would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Tenant pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment "4" and by this reference made a part hereof.

The Tenant has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment "4" and by this reference is made a part hereof. The Tenant, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Tenant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 12: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Tenant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Tenant in the event of any default or breach by the Agency or for

any amount which may become due to the Tenant or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Tenant warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment "5" and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Tenant or any principal member Tenant. Throughout the term hereof, Tenant shall notify City in writing of any material change in the above disclosure within fifteen (15) days of any such change.

SECTION 13: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The non-defaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The non-defaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the non-defaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by Tenant or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of a Tenant Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Tenant or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, the Tenant agrees to return any and all Agency Funds heretofore paid to the Tenant pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Tenant shall entitle the Agency to sue the Tenant for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 14: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 15: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 16: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 17: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 18: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Tenant and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be

the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

If to the Agency:

City of Las Vegas Redevelopment Agency
495 S. Main Street, 6th Floor
Las Vegas, NV 89101

If to the Tenant:

Eat Here LV, LLC
7080 West Patrick Lane
Las Vegas, NV 89113

SECTION 19: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 20: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment "1" through Attachment "5" inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and Tenant and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and Tenant.

SECTION 21: COUNTERPARTS; ELECTRONIC DELIVERY. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

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SECTION 22: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2013 by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

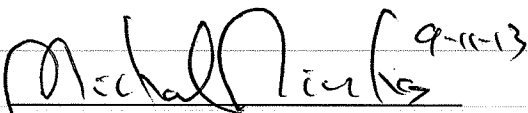
CITY OF LAS VEGAS REDEVELOPMENT AGENCY

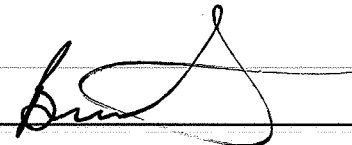
_____, 2013

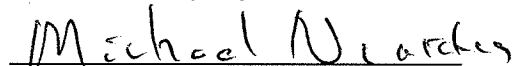
By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency"

APPROVED AS TO FORM:

EAT HERE, LV, LLC

 9-11-13
Counsel to the Agency Date

By: 


Print Name

By: _____

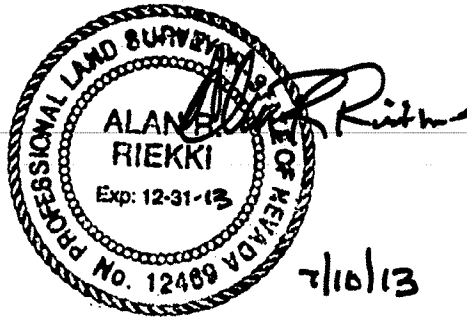
LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT " 4 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN
ATTACHMENT "5"	DISCLOSURE OF PRINCIPALS - TENANT

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

APN #139-34-201-023



JULY 10, 2013
BY: HJB
P.R. BY: ARR
PAGE 1 OF 1

EXPLANATION:

THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED NORTHWEST OF MAIN STREET AND NORTHEAST OF BONNEVILLE AVENUE.

LAND DESCRIPTION

THAT PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF PARCEL 1 OF THAT PARCEL MAP, RECORDED IN FILE 97 OF PARCEL MAPS, PAGE 72 OF THE CLARK COUNTY OFFICIAL RECORDS; THENCE NORTH 62°04'32" WEST, ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 1, A DISTANCE OF 347.72 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF **UNION PACIFIC RAILROAD**; THENCE NORTH 27°55'16" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, 237.52 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO "**T-UPR, LLC**", PER DOCUMENT NO. 20061017:05582; THENCE SOUTH 62°04'32" EAST, DEPARTING SAID RIGHT-OF-WAY AND ALONG THE SOUTHWESTERLY LINE SAID PARCEL, A DISTANCE OF 347.73 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID **MAIN STREET** AS DEDICATED PER DOCUMENT NO. 20100428:02127; THENCE SOUTH 27°55'28" WEST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID **MAIN STREET**; A DISTANCE OF 237.52 FEET TO **THE POINT OF BEGINNING**; AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

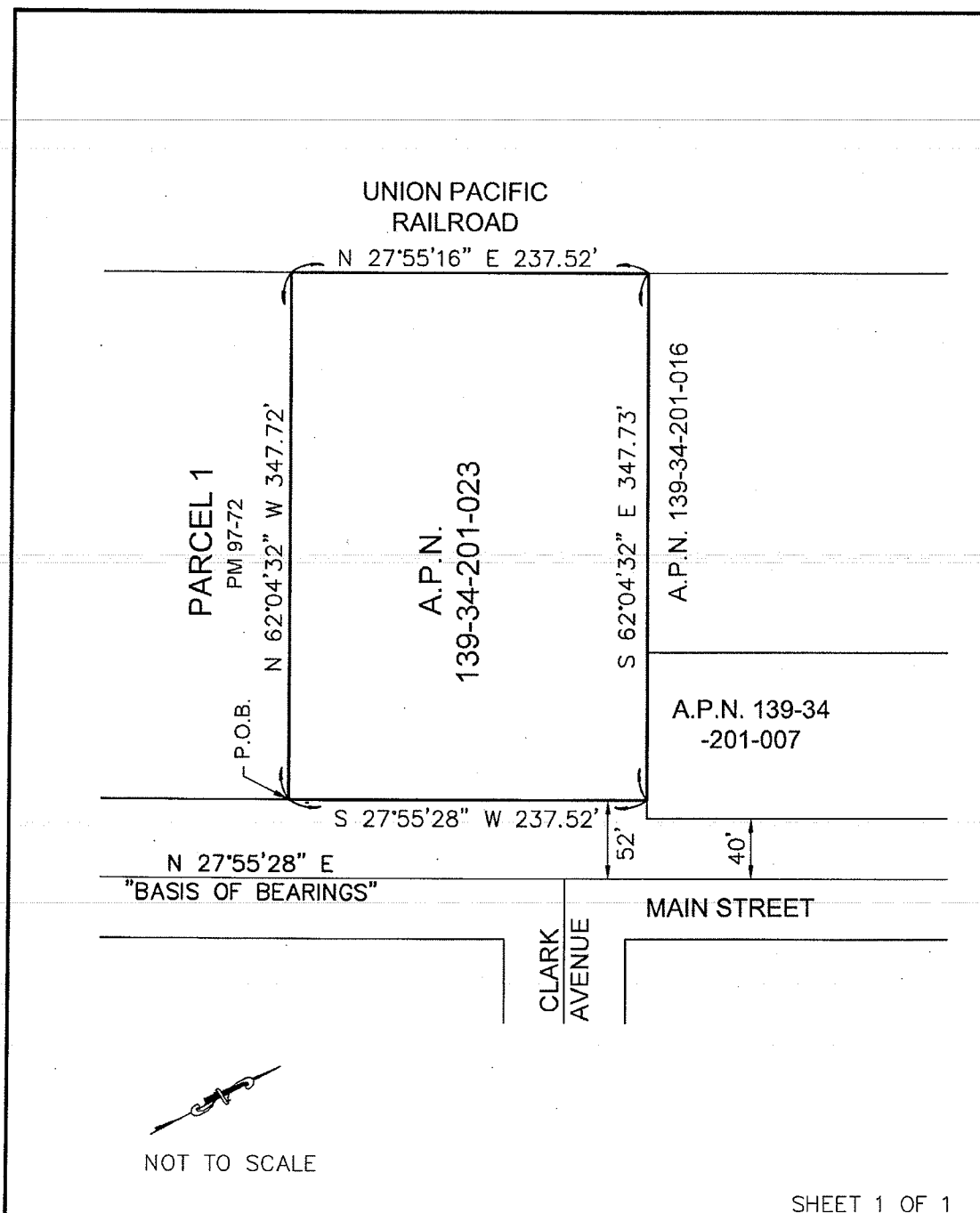
CONTAINING 82,591 SQUARE FEET MORE OR LESS.

BASIS OF BEARINGS:

NORTH 27°55'28" EAST, BEING THE BEARING OF THE CENTERLINE OF MAIN STREET, BETWEEN BONNEVILLE AVENUE AND CLARK AVENUE, AS SHOWN ON THAT PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY NEVADA, IN FILE 97 OF PARCEL MAPS, AT PAGE 72.

END OF DESCRIPTION.

V:\1 SURVEYPROJECT\0869\LEGALS\0869-8 500 MAIN STREET.DOC



SHEET 1 OF 1



EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
A PORTION OF SW 1/4, NW 1/4 OF S.34 T.20S, R.61E
M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

CITY OF LAS VEGAS - SURVEY
333 N. RANCHO DRIVE, LAS VEGAS, NEVADA 89106 (702) 229-6217

DRAWING: 869-8 EXHIBIT

DRAWN BY: HJB

CHECKED BY: ARR

DATE: 7-08-2013

ATTACHMENT 2

**Copy of Lease By and Between
City of Las Vegas and Eat Here LV, LLC**

RETAIL LEASE
by and between
CITY OF LAS VEGAS, NEVADA
and

EAT HERE LV LLC, DBA MTO CAFÉ

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EXHIBITS

- A-1 - SITE PLAN FOR GARAGE AND PREMISES
- B - FLOOR PLAN OF PREMISES
- C - DESCRIPTION OF DELIVERY CONDITION OF PREMISES AND TENANT'S WORK
- D - TENANT'S CERTIFICATE
- E - SIGN CRITERIA
- F - RULES AND REGULATIONS
- G - DISCLOSURE OF PRINCIPALS

RETAIL LEASE

THIS RETAIL LEASE ("Lease") is dated May 15, 2013 ("Effective Date"), and entered into by and between CITY OF LAS VEGAS NEVADA, a political subdivision of the State of Nevada ("Landlord"), and EAT HERE LV LLC, a Nevada company, dba MTO Café ("Tenant").

ARTICLE I FUNDAMENTAL LEASE PROVISIONS

1.1 Definitions. The following terms shall have the following meanings:

Premises:	That certain space located within the real property and improvements located at 500 South Main Street, Las Vegas, Nevada 89101 as shown on Exhibit "A" attached hereto (the "Garage") consisting of 2,067 square feet which space is depicted on the floor plan attached here as Exhibit "B" and description of premises attached hereto as Exhibit "B-1". "Premises shall include Tenant's Parking Rights.
Tenant's Parking Rights:	Tenant shall have the following rights for parking in the Garage: (i) Tenant shall have the right to four (4) parking spaces at no charge in the Garage at such locations near the Premises as designated from time to time by Landlord; (ii) the right to park employees in the garage at a monthly charge per employee, such charge to be paid by Tenant at the monthly parking rates charged by Landlord for parking in the Garage which Tenant acknowledges currently is \$35.00 per month and (iii) temporary parking for Tenant's customers at Tenant's expense pursuant to Landlord's parking validation program.
Effective Date:	May 15, 2013.
Use of Premises:	Use as a restaurant serving breakfast and lunch seven days a week, including, a full breakfast and lunch menu.
Minimum Operating Hours:	Tenant shall operate the permitted business at a minimum from 7:00 a.m. to 5:30 p.m. during each day of the week that the Las Vegas City Hall officially is open for business. Landlord and Tenant acknowledge that currently the Las Vegas City Hall is open for business Monday through Thursday and closed all other days, provided, however, that Landlord shall have the right to change such business hours for the Las Vegas City Hall as Landlord shall determine in Landlord's sole discretion.
Trade Name:	MTO Café.
Lease Term:	Sixty-four (64) months commencing on the Effective Date and terminating on the last day of the sixty-fourth full calendar month thereafter. Tenant shall have one (1) option to extend the Lease Term for five (5) years ("Extended Term") upon written notice to Landlord no later than 180 days prior to the expiration date of the Lease Term, provided, however, that Tenant is not in default of this Lease either at the time Tenant exercises such option or at the commencement of the Extended Term. In the event Tenant fails to exercise the option to extend the Lease Term in strict compliance with this paragraph, the option to extend shall automatically terminate and be of no force and effect.
Rental Commencement Date:	November 15, 2013.
Minimum Annual Rent:	\$53,004.00. Tenant has paid to Landlord the sum of \$4,417.00 to be applied in payment of the first month's installment of the Minimum Annual Rent. The Minimum Annual Rent during the Extended Term shall be: (i) \$54,534.00 for the first year; (ii) 55,089.00 for the second year; and (iii) \$55,640 for the third year and for each year thereafter of the Extended Term.
Percentage Rent:	None -- no percentage rent is payable.
Proportionate Share:	.061%
Security Deposit:	\$4,417.00 (See Section 4.3.)
Notice To Landlord:	City of Las Vegas, Nevada C/o Economic and Urban Development 495 South Main Street, 6 th Floor Las Vegas, Nevada 89101

Notice to Tenant: EAT HERE LV LLC
Attn: Matthew Moore
7080 W. Patrick Lane
Las Vegas, Nevada 89113

Tenant Allowance: None.

Brokers: None.

Guarantor: None

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

- Exhibit "A-1":** Site Plan for Parking Garage and Premises.
- Exhibit "B":** Floor Plan of Premises.
- Exhibit "C":** Description of Delivery Condition of Premises and Tenant's Work.
- Exhibit "D":** Tenant's Certificate.
- Exhibit "E":** Sign Criteria.
- Exhibit "F":** Rules and Regulations.
- Exhibit "G"** Disclosure of Principals.

ARTICLE II DEMISED PREMISES

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises. This Lease is subject to the terms, covenants and conditions herein set forth, and Tenant covenants as a material part of the consideration of this Lease to keep and perform each and all of such terms, covenants and conditions to be kept and performed by it.

ARTICLE III TERM

3.1 Commencement of Term. The Lease shall be effective as of the Effective Date. The term "Lease Year" shall mean each consecutive twelve (12) month period from and after the Rental Commencement Date until expiration of the Lease Term. The term "Lease Term" shall collectively mean the original Lease Term and any duly exercised Extended Term. Landlord agrees to deliver to Tenant, and Tenant agrees to accept from Landlord, possession of the Premises in the condition as described in Exhibit "C".

3.2 Tenant's Certificate. Within ten (10) days of the Effective Date, and at any other time during the Lease Term within ten (10) days following request in writing by Landlord, Tenant will execute and deliver to Landlord a certificate substantially in the form attached hereto as Exhibit "D" indicating therein any exceptions thereto which may exist at that time. The failure of Tenant to execute and deliver such certificate to Landlord on a timely basis shall constitute an automatic acceptance of the Premises and an express acknowledgment by Tenant that the statements included in Exhibit "D" are true and correct, without exception.

3.3 Tenant's Work. Tenant, at its sole cost and expense, shall diligently perform all of Tenant's Work as set forth in Exhibit "C" and shall equip the Premises with all trade fixtures and personal property suitable or appropriate for the regular and normal operation of the type of business in which Tenant is engaged. All materials, furnishings, trade fixtures, personal property, furniture and fixtures shall be new or of like-new quality. Tenant agrees to open for business not later than the Rental Commencement Date. Tenant further agrees that Landlord shall not be required to contribute or otherwise pay for the cost of Tenant's Work.

ARTICLE IV RENT

4.1 Minimum Annual Rent. Tenant agrees to pay to Landlord, at the times and in the manner herein provided, the Minimum Annual Rent specified in Section 1.1 above. Minimum Annual Rent shall be payable in advance in twelve (12) equal monthly installments on the first day of each calendar month, without demand or offset, commencing upon the Rental Commencement Date as provided in Section 1.1 above. If the Rental Commencement Date falls on a day of the month other than the first day of such month, the rent for the first fractional month shall accrue on a daily basis for the period from the date of such commencement to the end of such fractional calendar month at a rate equal to 1/365th of the Minimum Annual Rent per day. Common Area Expense, insurance and all other charges required to be paid by Tenant on a monthly basis shall be prorated on the same basis as Minimum Annual Rent.

4.2 Reserved.

4.3 Security Deposit. Concurrently with Tenant's execution of this Lease, Tenant has deposited with Landlord the Security Deposit set forth in Section 1.1 hereof. The Security Deposit shall be held by Landlord as security for the faithful performance by Tenant of all of the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the Lease Term. If Tenant defaults with respect to any provision of this Lease including, but not limited to, any provision relating to the payment of rent, Landlord may (but shall not be required to) include, retain and apply all or any part of the Security Deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer as a result of Tenant's default. If any portion of the Security Deposit is so used or applied, Tenant shall, within five (5) days after written demand therefor, deposit with Landlord in cash or a cashier's check an amount sufficient to restore the Security Deposit to its original amount, and Tenant's failure to do so shall constitute a material default under this Lease.

Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on the Security Deposit. If Tenant shall fully and faithfully perform every provision of this Lease, the Security Deposit, or any balance thereof, shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder). In the event of a termination of Landlord's interest in this Lease, the Security Deposit, or any portion thereof not previously applied, may be released by Landlord to Landlord's transferee and, if so released, Tenant agrees to look solely to such transferee for proper application of the Security Deposit in accordance with the terms of this Section 4.3 and the return thereof in accordance herewith. The holder of a mortgage or the beneficiary of a deed of trust encumbering the property which includes the Premises shall not be responsible to Tenant for the return or application of any such Security Deposit, whether or not such holder or beneficiary succeeds to the position of Landlord hereunder, unless such Security Deposit shall have been actually received by such holder or beneficiary.

4.4 Other Charges. Tenant shall pay to Landlord when due all sums of money required to be paid pursuant to this Article, Article XV and Article XVII, and all other sums of money or charges required to be paid by Tenant under this Lease as additional rent, whether or not the same is designated as additional rent. If such amounts or charges are not paid at the time provided in this Lease, they shall nevertheless be collectible with the next installment of Minimum Annual Rent thereafter falling due. The foregoing notwithstanding, nothing herein contained shall be deemed to suspend or delay the payment by Tenant of any amount of money or charge at the time same becomes due and payable hereunder, or limit any other right or remedy of Landlord. If Tenant shall fail to pay, when due, any rent or other charge, such unpaid amount shall bear interest at the rate of ten percent (10%) per annum from the date due through the date of payment, not to exceed the maximum lawful rate of interest.

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

ARTICLE V

Reserved

ARTICLE VI PERMISSIBLE USE

6.1 Permitted Uses.

A. Tenant shall use the Premises solely for the purpose and solely under the trade name specified in Section 1.1 hereof, and Tenant shall not use or permit the Premises to be used for any other purpose or purposes or under any other trade name whatsoever without the prior written consent of Landlord, which consent may be withheld in Landlord's sole, absolute and arbitrary discretion. Tenant further covenants and agrees that it will not use, nor suffer or permit any person or persons to use the Premises or any part thereof for any use or purpose contrary to the Rules and Regulations as set forth in Exhibit "F" hereof, as same may be amended by Landlord from time to time, or in violation of the laws of the United States of America, the State of Nevada, or the ordinances, regulations or requirements of the local, municipal or county governing bodies or any other lawful governmental or quasi-governmental authorities having jurisdiction over the Premises, or in violation of any regulations of any insurance carrier providing insurance for the Premises. In the event Tenant violates this Section 6.1(A) and changes the use of the Premises from that specified in the "Use of Premises" clause in Section 1.1 hereof, then Landlord may, but is not obligated to, treat such change in use as a default by Tenant under the Lease entitling Landlord to the remedies described in Article XVIII hereof.

B. Tenant shall use its best efforts to complete or cause to be completed all deliveries, loading, unloading and services to the Premises no more than three times a day between the hours of 10:00 a.m. and 4:00 p.m. and to prevent delivery trucks and other vehicles servicing the Premises from parking or standing in service areas for undue periods of time. Landlord reserves the right to further reasonably regulate the activities of Tenant in regard to deliveries and servicing of the Premises, and Tenant agrees to abide by such further reasonable rules and regulations which Landlord may impose from time to time.

ARTICLE VII UTILITIES

7.1 Utility Installation. Landlord agrees that it will cause to be made available to Tenant upon or adjacent to the Premises, those utilities and services set forth on Exhibit "C". Such utilities may be separately metered at Landlord's option.

7.2 Payment of Utility Cost. Tenant agrees, at its own expense, to pay for all water, power, gas, sewer, trash, electric current and all other utilities used by Tenant on or from the Premises from and after the commencement of Tenant's Work, and Tenant agrees to provide, at Tenant's sole cost and expense, any check meters of the type required by Landlord. Tenant shall be responsible for providing at its cost and expense a trash receptacle in a spot designated by Landlord. In the event that any utilities are furnished to the Premises by Landlord, whether sub-metered or otherwise, then and in that event, Tenant shall pay Landlord for such utilities, but the rates charged to Tenant by Landlord shall not exceed those of the public utility company furnishing same to Landlord as if its services were being furnished directly to Tenant. Where any such utilities are not separately metered, Landlord shall pro-rate same on an equitable basis.

7.3 No Liability. Except for Landlord's gross negligence, Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility service being furnished to the Premises, and no such failure or interruption shall entitle Tenant to terminate this Lease or withhold Rent or any other sums due under the terms of this Lease.

ARTICLE VIII INDEMNITY AND INSURANCE

8.1 Indemnification and Waiver. Tenant agrees that Landlord shall not be liable for any damage or liability of any kind, or for any injury to or death of persons, or damage to property of Tenant or any other person during the Lease Term resulting from the use, occupation or enjoyment of the Premises or the operation of business therein or therefrom by Tenant or by any person in possession of the Premises, or any portion of the Premises, under Tenant. Tenant hereby further agrees to defend, indemnify and save harmless Landlord from all liability for any real or claimed damage or injury and from all liens, claims and demands arising out of the use of the Premises and its

facilities, any repairs or alterations which Tenant may make upon the Premises and any claims of any employee of Tenant against Landlord. Tenant shall not be liable for damage or injury occasioned by the gross negligence of Landlord and its designated agents, servants or employees, unless the same is covered by insurance. Tenant is required to provide. The foregoing obligation of Tenant to indemnify shall survive the expiration or earlier termination of the Lease Term and shall include all costs of legal counsel and investigation, together with other costs, expenses and liabilities incurred in connection with any and all claims of damage. To the extent any such loss or damage is covered by insurance, Landlord and Tenant each hereby waive any rights one may have against the other on account of any loss or damage occasioned to Landlord or Tenant, as the case may be, their respective properties, the Premises or their contents. The parties hereto, on behalf of their respective insurance companies insuring such losses, waive any right of subrogation that one may have against the other. The foregoing waivers of subrogation shall be operative provided that no policy of insurance required herein is invalidated thereby.

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

A. **General Liability and Property Damage.** Tenant shall at all times during the Lease Term maintain in effect a policy or policies of bodily injury liability and property damage, including product liability insurance with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000) in the aggregate, insuring against any and all liability of the insured with respect to the Premises or arising out of the maintenance, condition, use or occupancy thereof, and property damage liability. All such bodily injury liability insurance and property damage including product liability insurance shall specifically insure the performance by Tenant of the indemnity agreement as to liability for injury to or death of persons and injury or damage to property contained in Section 8.1 hereof. Waiver of Subrogation for General Liability in favor of the City of Las Vegas is required.

B. **Plate Glass.** Tenant shall be responsible for the maintenance of the plate glass on the Premises. Tenant's responsibility for maintenance of the plate glass includes its replacement in the event repair of the glass would not restore the glass to its original condition at the time of installation.

C. **Property and Tenant Improvements.** Insurance against all risks of physical loss (special from basis) for the full replacement cost value of all real property, personal property including Tenant improvements and betterments upon the Premises. Tenant shall at all times during the Lease Term maintain in effect insurance covering all of Tenant's Work, Tenant's leasehold improvements, alterations or additions, Tenant's trade fixtures, merchandise and all personal property from time to time in, on or upon the Premises, in an amount not less than one hundred percent (100%) of their full replacement cost, without depreciation, providing protection against any peril included within the classification "Fire and Extended Coverage", together with insurance against sprinkler damage, vandalism and malicious mischief. The proceeds from such insurance shall be used solely for the repair or replacement of the property damaged or destroyed unless this Lease shall cease and terminate under the provisions of Article XVI hereof, whereupon any proceeds of insurance covering Tenant's leasehold improvements and any alterations or additions to the Premises shall be payable to Landlord.

D. **Workers' Compensation.** Tenant shall provide Worker's Compensation Insurance sufficient to meet its statutory obligation and to provide benefits for employees with claims of bodily injury or occupational disease (including resulting death) as required by the State of Nevada and Employer's Liability Insurance for \$1,000,000. Waiver of Subrogation for Workers' Compensation in favor of the City of Las Vegas is required.

E. **Business Interruption.** Tenant shall at all times during the Lease Term maintain in effect business interruption or loss of income insurance in amounts sufficient to cover Minimum Annual Rent and all other charges due under the Lease for twenty-four (24) months.

F. **Automobile Liability.** Tenant shall provide \$1,000,000 combined single limit for bodily injury and property damage, Automobile Liability Symbol 1 (any auto), if the entity owns automobiles. An entity without autos shall have "Non-owned and Hired" coverage (Auto Symbols 8 & 9).

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

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

8.5 Blanket Coverage. Tenant's obligations to carry insurance provided for in this Article may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Tenant, provided that Landlord, or Landlord's first mortgagee or beneficiary and Landlord's lessor, shall be named as an additional insured thereunder as their respective interests may appear; and that the coverage afforded Landlord will

not be reduced or diminished by reason of the use of such blanket policy of insurance, and provided further that the requirements set forth herein are otherwise satisfied. Tenant agrees to permit Landlord at all reasonable times to inspect the policies of insurance of Tenant covering risks upon the Premises for which policies or copies of certificates thereof are not required to be delivered to Landlord.

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

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

ARTICLE IX TENANT'S ALTERATIONS

9.1 Landlord Approval of Interior Layout and Decor. In addition to Landlord's right to approve Tenant's plans, Landlord shall have the right to approve the interior layout and decor of the Premises. Such right shall include, without limitation, the quality and extent of the floor coverings, wall coverings, fixtures, furniture, lighting and decorations. Tenant shall submit to Landlord full details of Tenant's desired interior layout and decor within thirty (30) days following the Effective Date for Landlord's review and approval.

9.2 Permitted Alterations. Landlord agrees that Tenant may, from time to time during the Lease Term, at Tenant's sole cost and expense and after giving Landlord at least thirty (30) days' prior written notice of its intention to do so, make such alterations, additions and changes in and to the interior of the Premises (except those of a structural nature) as Tenant may find necessary or convenient, provided that the value of the Premises is not thereby diminished, and provided that no alterations, additions or changes costing in excess of Five Thousand and 00/100 Dollars (\$5,000.00) may be made without first procuring the prior written consent of Landlord. In no event shall Tenant make any alterations, additions or changes to the storefront, or the exterior walls or roof of the Premises, nor shall Tenant erect any mezzanine or increase the size of same, if one be initially constructed, unless and until the written consent of Landlord shall first have been obtained, which consent may be withheld in Landlord's sole, absolute and arbitrary discretion. Tenant shall not make or cause to be made any penetration through the roof or demising walls of the Premises without the prior written consent of Landlord. Landlord hereby reserves the right to condition Landlord's consent to any alteration, addition or change to the Premises by Tenant upon Landlord's receipt from Tenant of a written agreement, in form and substance acceptable to Landlord, pursuant to which Tenant shall agree to remove any such alteration, addition or change from the Premises upon expiration or earlier termination of the Lease Term and restore the Premises to its original condition prior to such alteration, addition or change. Tenant shall be directly responsible for any and all damages resulting from any violation of the provisions of this Article.

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

9.4 Construction Insurance. In the event that Tenant shall make any permitted alterations, additions or changes to the Premises under the terms and provisions of this Article, Tenant agrees to carry "Builder's All Risk" insurance in an appropriate amount covering the construction of such alterations, additions or changes, and such other insurance as Landlord may require; it being understood and agreed that all such alterations, additions or changes shall be insured by Tenant pursuant to Section 8.2 immediately upon completion thereof. In addition, Landlord may, in its discretion, require Tenant to obtain a lien and completion bond or some alternate form of security satisfactory to Landlord in an amount equal to one hundred fifty percent (150%) of the estimated cost of the Tenant Improvements to assure the lien-free completion of same.

ARTICLE X MECHANICS' LIENS

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

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

10.3 Inspection. Landlord and its representative shall have the right to go upon and inspect the Premises at all reasonable times (except in the case of emergencies, Landlord shall give twenty-four (24) hours notice prior entering to inspect the Premises), and shall have the right to post and keep posted thereon notices as permitted or provided by law or which Landlord may deem to be proper for the protection of Landlord's interest in the Premises. Tenant shall, before the commencement of any work which might result in any such lien, give to Landlord a written notice of its intention to do so in sufficient time to enable Landlord to file and record such notices. Landlord and its representatives shall also have the right to enter the Premises for purposes of exhibiting the Premises to prospective buyers, tenants or lenders, and posting ordinary signs advertising the Premises for sale or for lease on the exterior of the building during the last ninety (90) days of the Term or any Extended Term hereof.

ARTICLE XI SIGNS

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

ARTICLE XII TRADE FIXTURES AND PERSONAL PROPERTY

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

12.2 Removal. If Tenant fails to remove any of its trade fixtures, furniture and other personal property upon the expiration or earlier termination of this Lease, Landlord may at Landlord's option retain all or any of such property, and title thereto shall thereupon automatically vest in Landlord, or Landlord may remove same from the Premises and dispose of all or any portion of such property, in which latter event Tenant shall, upon demand, pay to Landlord the actual expense of such removal and disposition together with the cost of repair of any and all damage to the Premises resulting from or caused by such removal. Tenant waives any and all rights it may have under contrary laws of the State of Nevada.

12.3 Personal Property Tax. Tenant shall pay before delinquency all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation, as well as upon its trade fixtures, merchandise and other personal property in or upon the Premises. In the event any such items of property are assessed with property of Landlord, such assessment shall be divided between Landlord and Tenant to the end that Tenant shall pay its equitable portion of such assessment as conclusively determined by Landlord.

ARTICLE XIII ASSIGNMENT, SUBLEASE AND OTHER TRANSFERS

13.1 Restrictions.

A. Tenant shall not transfer, assign, sublet, mortgage or otherwise hypothecate or encumber this Lease, or Tenant's interest in and to the Premises, nor enter into any license or concession agreements with respect to the Premises, without in each instance procuring the prior written consent of Landlord. Any such attempted or purported transfer, assignment, subletting, mortgage or hypothecation, or license or concession agreement (hereinafter collectively a "Transfer") without Landlord's prior written consent shall be void and of no force and effect, shall not confer any interest or estate in the purported transferee, and shall at Landlord's sole, exclusive, and absolute discretion, entitle Landlord to terminate this Lease upon written notice to Tenant.

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

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

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

(iii) A Transferee whose reputation or proposed use of the Premises would have an adverse effect upon the reputation of the Premises or Landlord as determined in Landlord's sole discretion;

(v) A Transferee which would breach any covenant of or affecting Landlord concerning radius, location, use or exclusivity in any other lease, financing agreement, or other agreement relating to the Garage; and

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

13.2 **Procedure for Transfer.** Should Tenant desire to make a Transfer hereunder, Tenant shall, in each instance, give written notice of its intention to do so to Landlord not less than sixty (60) days prior to the effective date of such proposed Transfer, specifying in such notice whether Tenant proposes to assign or sublet, or enter into a license or concession agreement, the proposed date thereof, and specifically identifying the proposed Transferee. Such notice shall be accompanied, in the case of a sublease, license or concession agreement, by a copy of the proposed sublease, license or concession agreement, or if same is not available, a letter of commitment or a letter of intent, and in each case, (i) a financial statement for the proposed Transferee dated within the past 60 days certified to be true and correct by such Transferees or an officer of such Transferees, (ii) a business resume describing the proposed Transferee's prior business experience, (iii) a written authorization for Landlord to obtain a copy of the proposed transferee's credit profile, (iv) not less than three (3) business references, (v) at least one (1) banking reference, and (vi) such other information as Landlord may request including, without limitation, the sales contract/escrow instructions and both pro-forma and final escrow closing statements. Landlord shall, within twenty (20) days after its receipt of such notice of a proposed Transfer from Tenant (and back-up information), by mailing written notice to Tenant of its intention to do so (a) withhold consent to the Transfer pursuant to Section 13.1(B); or (b) consent to such Transfer; or (c) terminate this Lease, such termination to be effective thirty (30) days after receipt of such notice by Tenant. No Transfer of this Lease or agreement entered into with respect thereto, whether with or without Landlord's consent, shall relieve Tenant or any Guarantor of this Lease from primary liability under this Lease. Landlord hereby reserves the right to condition Landlord's consent to any assignment, sublease or other transfer of all or any portion of Tenant's interest in this Lease or the Premises upon Landlord's receipt from Tenant of a written agreement, in form and substance acceptable to Landlord, pursuant to which Tenant shall pay over to Landlord all rent and other consideration received by Tenant from any such assignee, sublessee, or transferee either initially or over the term of the assignment, sublease or transfer, in excess of the rent called for hereunder.

13.3 Reserved.

13.4 **Required Documents.** Each Transfer to which Landlord has consented shall be evidenced by a written instrument, the form and content of which is satisfactory to Landlord, executed by Tenant and Transferee under which the Transferee shall agree in writing for the benefit of Landlord to perform and to abide by all of the terms, covenants and conditions of this Lease to be done, kept and performed by Tenant, including the payment of all amounts due or to become due under this Lease directly to Landlord and the obligation to use the Premises only for the purpose specified in Section 1.1 hereof. Tenant agrees to reimburse Landlord for Landlord's reasonable attorneys' fees incurred in conjunction with the processing of and documentation for the Transfer and an administrative fee of \$250.00 for each proposed Transfer, whether or not the Transfer is consummated. The acceptance by Landlord of the payment of rent or any other charges due under this Lease from any third party shall not be deemed to constitute Landlord's acceptance or approval of any Transfer to a third party.

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

13.6 Bankruptcy.

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

estate of Tenant within the meaning of the Bankruptcy Code. Any and all moneys or other considerations constituting Landlord's property under this Section 13.6 not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and be promptly paid or delivered to Landlord.

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

ARTICLE XIV OPERATION OF TENANT'S BUSINESS

14.1 Continuous Operation. Tenant covenants and agrees that it will operate and conduct within the Premises, continuously and uninterruptedly during the Lease Term, the business which it is required to operate and conduct under this Lease, except while the Premises are untenable by reason of fire or other unavoidable casualty, and that it will at all times keep and maintain within and upon the Premises an adequate stock of merchandise and trade fixtures and have sufficient personnel to service and supply the demands and requirements of its customers. In the event Tenant fails to continuously operate its business in the Premises as required by this Section 14.1 for a period of five (5) or more consecutive days, then in addition to all remedies available to Landlord (including, without limitation, injunction and/or damages), Landlord may, but is not obligated to, elect to terminate this Lease upon written notice to Tenant, whereupon this Lease shall terminate, and Tenant shall vacate the Premises upon the date specified in Landlord's notice to Tenant. Landlord's notice pursuant to this Section shall be in lieu of, and not in addition to, the notice and cure period set forth in Article XVIII or any notice and cure period required under the laws of the State of Nevada.

14.2 Operating Hours. Commencing with the opening for business by Tenant in the Premises, and for the remainder of the Lease Term, Tenant shall remain open for business at least for the Minimum Operating Hours. Tenant further agrees to cause all window displays, exterior signs and exterior advertising displays to be adequately illuminated continuously during those hours determined by Landlord in Landlord's sole and absolute discretion. It is agreed, however, that the foregoing provision shall be subject to any governmental regulations to which Tenant may be subject concerning the hours of operation of Tenant's business.

14.3 Rules and Regulations. Tenant agrees that it will keep the Premises in a neat, clean and orderly condition and that all trash and rubbish generated by it shall be deposited within prescribed receptacles in designated service areas within the Garage. Tenant further agrees to cause such receptacles to be emptied and trash removed at its own cost and expense so as, on its part, to keep such service areas in a clean and orderly condition. In the event Landlord shall contract for the trash receptacles located within the service areas to be emptied, Tenant shall reimburse Landlord for its pro rata share of such cost based on the floor area of the Premises as it relates to the floor area of all tenants using such trash receptacles. Tenant shall observe faithfully and comply with and shall cause its employees and invitees to observe faithfully and comply with reasonable rules and regulations governing the Premises as may from time to time be promulgated and amended by Landlord, which rules and regulations shall include the provisions of Exhibit "F" hereof.

ARTICLE XV REPAIRS AND MAINTENANCE

15.1 Tenant's Maintenance Obligations. Tenant agrees at all times from and after delivery of possession of the Premises to Tenant, and at its own cost and expense, to repair and maintain the Premises and every part thereof in good and tenable condition including, but not limited to, floor coverings, utility meters, pipes and conduits, all fixtures, heating and air conditioning equipment and ducting installed by Landlord, and all other equipment therein, the storefront or storefronts including plate glass, all Tenant's signs and signage, locks and closing devices, and all window sash, casement or frames, doors and door frames, ceilings, ceiling tiles and lighting, and all items of repair, maintenance and improvement or reconstruction as may at any time or from time to time be required with respect to the Premises by any governmental agency having jurisdiction, but excluding the roof structure, exterior walls, structural portions of the Premises and structural floor, unless the same are required to be modified because of Tenant's use of the Premises or Tenant's alterations, improvements, additions, fixtures or personal property. Tenant agrees to operate the air conditioning equipment serving the Premises during all business hours so that inside temperatures of the Premises are maintained within a range in which a majority of adults will be comfortable in the Premises. All glass, both exterior and interior, shall be maintained at Tenant's sole cost and expense, and any glass broken shall be promptly replaced by Tenant with glass of the same kind, size and quality. Tenant's failure to replace broken glass within seventy-two (72) hours following the occurrence of the breakage, or the failure by Tenant to replace same with glass of the same kind, size and quality, shall constitute a material and incurable breach hereof which shall, at Landlord's sole and arbitrary discretion, entitle Landlord to terminate this Lease upon written notice to Tenant. The foregoing notwithstanding, Tenant shall not be permitted to (i) go onto the roof of the Premises without Landlord's prior written approval, and (ii) penetrate the roof membrane without Landlord's prior approval and, upon obtaining such approval, only by using Landlord's approved roofing contractor.

15.2 Landlord's Maintenance Obligations. Subject to the foregoing paragraph, Landlord shall keep and maintain in good and tenable condition and repair and replace as necessary the roof structure and membrane, exterior walls, structural parts and structural floor of the Premises, provided that Landlord shall not be required to make any repairs necessitated by reason of the negligence or willful misconduct of Tenant, its servants, agents, employees or contractors, or anyone claiming under Tenant, or by reason of the failure of Tenant to perform or observe any conditions or agreements in this Lease contained, or caused by alterations, additions or improvements made by Tenant or anyone claiming under Tenant. Anything to the contrary notwithstanding contained in this Lease, Landlord shall not be liable to Tenant for failure to make repairs as herein specifically required of it unless Tenant has previously notified Landlord, in writing, of the need for such repairs, and Landlord has failed to commence and complete said repairs within a reasonable period of time following receipt of Tenant's written notification.

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

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

15.5 Right to Enter. Tenant agrees to permit Landlord and its authorized representatives to enter the Premises at all times for the purpose of making emergency repairs and during usual business hours for the purpose of inspecting the same (except in the case of emergencies, Landlord shall give twenty-four (24) hours notice prior to entering to inspect the Premises). Tenant further agrees that Landlord may go upon the Premises and make any necessary repairs thereto and perform any work therein which may be necessary to comply with any laws, ordinances, rules or regulations of any public authority, any fire rating bureau, or of any similar body, or that Landlord may deem necessary to prevent waste or deterioration in connection with the Premises if Tenant does not make or cause such repairs to be made or performed or cause such work to be performed promptly after receipt of written demand from Landlord. Nothing herein contained shall imply any duty on the part of Landlord to do any such work which, under provisions of this Lease, Tenant may be required to do, nor shall Landlord's failure to elect to perform such work constitute a waiver of Tenant's default. No exercise by Landlord of any rights herein reserved shall entitle Tenant to any damage for any injury or inconvenience occasioned thereby, to any abatement of rent, or to terminate this Lease.

15.6 Grant of License. Tenant hereby grants to Landlord such licenses and/or easements in, over, and under the Premises (including, but not limited to the attic area above the T-bar ceiling) or any portion thereof as shall be reasonably required for the installation or maintenance of mains, conduits, shafts, pipes or other facilities to serve any other portion of the Garage, provided that Landlord shall pay for any alteration required on or to the Premises as a result of any such exercise, occupancy under or enjoyment of any such license or easement and, provided further that no exercise, occupancy under or enjoyment of such license or easement shall result in any unreasonable permanent interference with Tenant's use, occupancy or enjoyment of the Premises as contemplated by this Lease.

15.7 Heating and Air Conditioning Equipment.

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

B. Expenses incurred in connection with the operation, maintenance, repair and replacement of heating and air conditioning equipment by the party performing same shall include, but not be limited to, all sums expended in connection with such heating and air conditioning equipment for all general maintenance, lubrication and/or adjustments, cleaning and/or replacing filters, replacing belts, repairing and/or replacing worn out parts, repairing and/or replacing utilities, duct work and machinery, maintenance and insurance contracts carried on the heating and air conditioning equipment, and all other items of expense incurred by such party in connection with the operation, maintenance, repair and replacement of the heating and air conditioning equipment.

ARTICLE XVI DAMAGE OR DESTRUCTION

16.1 Insured Casualty. In the event that the Premises are partially or totally destroyed by fire or any other peril covered by insurance maintained by Landlord, Landlord shall, within a period of one hundred eighty (180) days after the occurrence of such destruction, but only to the extent that proceeds of such insurance are received by Landlord for such purpose, commence reconstruction and restoration of the Premises and prosecute the same diligently to completion, in which event this Lease shall continue in full force and effect. In the event insurance proceeds are not sufficient to pay the cost of such reconstruction, or if the damage or destruction is due to the acts or omissions of Tenant, its agents, employees or contractors, or if Landlord is restricted by any governmental authority, Landlord may elect to either terminate this Lease or pay the cost of such reconstruction. Such reconstruction shall be only to the extent necessary to restore the Landlord's Work in the Premises, and Tenant shall be obligated for the restoration of all of the items specified as Tenant's Work in the event of such reconstruction, as well as Tenant's other leasehold improvements, trade fixtures and other personal property on the Premises.

16.2 Uninsured Casualty. In the event that the Premises are partially or totally destroyed as a result of any casualty or peril not covered by Landlord's insurance, Landlord may, within a period of one hundred eighty (180) days after the occurrence of such destruction (a) commence reconstruction and restoration of the Premises and prosecute the same diligently to completion, in which event this Lease shall continue in full force and effect; or (b) notify Tenant in writing that it elects not to so reconstruct or restore the Premises, in which event this Lease shall cease and terminate as of the date of service of such notice, unless Tenant is unable to continue the operation of its business after the occurrence of such destruction, in which event this Lease shall cease and terminate as of the date of such destruction. In the event of any reconstruction of the Premises by Landlord following destruction as a result

of any casualty or peril not covered by Landlord's insurance, such reconstruction shall be only to the extent necessary to restore the Landlord's Work in the Premises, and Tenant shall be obligated for the restoration of all of the items specified as Tenant's Work in the event of such reconstruction, as well as Tenant's other leasehold improvements, trade fixtures and other personal property on the Premises.

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

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

16.5 Abatement of Rent. In the event of reconstruction and restoration as herein provided, and provided Tenant has maintained the business interruption or loss of income insurance required pursuant to Article VIII, to the extent that the proceeds of such business interruption or loss of income insurance are paid to Landlord during the period of reconstruction and restoration, Minimum Annual Rent payable hereunder shall be abated proportionately with the degree to which Tenant's use of the Premises is impaired during the remainder of the period of reconstruction and restoration, provided the amount of Minimum Annual Rent abated pursuant to this Section 16.5 shall in no event exceed the amount of loss of rental insurance proceeds actually received by Landlord. Tenant shall continue the operation of its business on the Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management, and the obligation of Tenant to pay Percentage Rent and all other charges, except the entire Minimum Annual Rent, shall remain in full force and effect. Tenant shall not be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises, Tenant's personal property or any inconvenience or annoyance occasioned by such destruction, reconstruction or restoration. Tenant hereby waives any statutory rights of termination which may arise by reason of any partial or total destruction of the Premises which Landlord is obligated to restore or may restore under any of the provisions of this Lease.

ARTICLE XVII COMMON AREAS AND EXPENSES

17.1 Common Area Expenses.

A. Tenant agrees to pay its Proportionate Share of the expenses incurred by Landlord in connection with the operation, maintenance, repair and replacement of the Garage (collectively the "Common Area Expenses").

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

17.2 Expenses Included. All costs of any kind paid or incurred by Landlord because of or in connection with the ownership, management, maintenance, repair, replacement, restoration or operation of the Garage, including by way of illustration but not limitation, all of the following: (i) all costs, charges and surcharges for utilities, water, sewage, janitorial, waste disposal and refuse removal and all other utilities and services provided to the Garage which are not separately metered or billed directly to tenants of the Garage; (iv) insurance costs for which Landlord is responsible under this Lease or which Landlord otherwise deems necessary or prudent (in the event such insurance is provided by Landlord pursuant to a blanket policy of insurance insuring other buildings and assets of Landlord, such amount of such insurance costs as reasonably allocated to the Garage); (v) any costs levied, assessed or imposed pursuant to any applicable Laws; (vi) the cost (amortized over such period as Landlord reasonably determines together with interest at Landlord's cost of borrowing on the unamortized balance) of any capital improvements to the Garage or equipment replacements made by Landlord after the Commencement Date that are intended to reduce other Common Area Expenses or are required by any Laws or are necessary in order to operate the Garage at the same quality level as prior to such replacement; (vii) costs and expenses of operation, repair and maintenance of all structural and mechanical portions and components of the Garage including, without limitation, plumbing, communication, heating, ventilating and air-conditioning ("HVAC"), elevator, and electrical and other common Garage systems; (viii) utilities surcharges or any other costs levied, assessed or imposed by, or at the direction of, or resulting from statutes or regulations or interpretations thereof, promulgated by any federal, state, regional, municipal or local government authority in connection with the use or occupancy of the Garage (including, without limitation, energy conservation charges or surcharges); (ix) all costs incurred in the management and operation of the Garage including, without limitation, gardening and landscaping, maintenance of all parking areas, maintenance of signs, resurfacing and repaving, painting, lighting, cleaning, and provision of Garage security; (x) rental or lease payments paid by Landlord for rented or leased personal property used in the operation or maintenance of the Garage; (xi) management fees, wages, salaries and other labor costs incurred in the management and operation of the Garage; (xii) fees for required licenses and permits; (xiii) reasonable legal, accounting and other professional fees; (xiv) any other

expenses which would reasonably or customarily be included in the cost of managing, operating, maintaining and repairing buildings similar to the Garage.

17.3 Security. Landlord may, but shall have no obligation, to provide security guards, security personnel and/or security systems for the garage or the Premises. No failure by Landlord to engage or provide security guards, personnel or systems shall be (i) deemed a breach of this Lease by Landlord, or (ii) create any liability in Landlord for any criminal acts or activities or other acts by third parties within the Premises or the Garage.

ARTICLE XVIII TENANT'S DEFAULTS; REMEDIES

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

(i) any failure by Tenant to pay rent or any other charge required to be paid under this Lease when due;

(ii) the abandonment or vacation of the Premises by Tenant which for the purpose of this Article XVIII shall mean the cessation of business within the Premises for more than five (5) consecutive days whether or not Minimum Annual Rent and other charges due hereunder have been paid;

(iii) any failure by Tenant to perform any other provision, covenant or condition of this Lease to be observed or performed by Tenant where such failure continues for ten (10) days after Tenant's receipt of written notice thereof, provided that if the nature of such default is (i) not a violation of Section 6 above and (ii) such that it cannot reasonably be cured within a ten (10) day period, Tenant shall not be deemed to be in default if it shall commence such cure within such period and thereafter diligently pursue such cure to completion; or

(v) a general assignment by Tenant for the benefit of creditors, or the filing by or against Tenant of any proceeding under any insolvency or bankruptcy law (unless in the case of a proceeding filed against Tenant the same is dismissed within sixty [60] days), or the appointment of a trustee or receiver to take possession of all or substantially all of the assets of Tenant (unless possession is restored to Tenant within thirty [30] days), or any execution or other judicially-authorized seizure of all or substantially all of Tenant's assets located upon the Premises or of Tenant's interest in this Lease (unless such seizure is discharged within thirty [30] days).

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

(i) declare the Lease terminated, reenter the Premises and take possession thereof and remove all persons therefrom, and Tenant shall have no further claim thereon or hereunder; or

(ii) without declaring the Lease terminated, reenter the Premises and occupy the whole or any part thereof for and on account of Tenant and collect any unpaid rents and other charges which have become payable or which may thereafter become payable hereunder; or

(iii) even though Landlord may have reentered the Premises, thereafter elect to terminate this Lease and all of the rights of Tenant in or to the Premises.

In the event of the abandonment or vacation of the Premises by Tenant as described above, or in the event that Landlord shall elect to reenter the Premises as provided herein, or shall take possession of the Premises pursuant to legal proceeding or pursuant to any notice provided by law, and if Landlord does not elect to terminate this Lease, then Landlord may from time to time either recover all rent as it becomes due or relet the Premises or any part thereof on such terms, conditions and rents as Landlord, in its sole discretion, may deem advisable specifically including, without limitation, the right to make alterations and repairs to the Premises.

18.3. Efforts To Relet. In the event that Landlord shall elect to relet the Premises, then rent and other charges received by Landlord from such reletting shall be applied first, to the payment of any indebtedness (other than rent due hereunder) owed to Landlord; second, to the payment of any cost of such reletting; third, to the payment of the cost of any alterations and repairs to the Premises; fourth, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied to the payment of future rent and other charges as the same may become due and payable hereunder. Should the rent and other amounts received from such reletting during any month be less than the rent and other charges payable by Tenant hereunder, then Tenant shall pay such deficiency to Landlord monthly upon receipt of Landlord's bill therefor. Tenant shall also pay to Landlord, as soon as ascertained, any costs and expenses incurred by Landlord in reletting or in making such alterations and repairs to the Premises not covered by the rents received from such reletting.

18.4. Termination. Should Landlord elect to terminate this Lease pursuant to the provisions of item (i) or (iii) of Section 18.2 above, Landlord may recover from Tenant as damages, the following:

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

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

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

(iv) 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, any costs or expenses incurred by Landlord in (a) retaking possession of the Premises, including reasonable attorneys' fees, (b) maintaining or preserving the Premises after such default, (c) preparing the Premises for reletting to a new tenant, including repairs or alterations to the Premises

for such reletting, (d) leasing commissions, and (e) any other costs necessary or appropriate to relet the Premises; plus

(v) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of the State of Nevada; plus

(vi) the amount of any tenant improvement allowances, free rent, and any other rental concessions made by Landlord as an inducement to Tenant to enter into this Lease whether so designated or not.

As used in Subparagraphs (i) and (ii) of this Section 18.4, the "worth at the time of award" is computed by allowing interest at the rate of ten percent (10%) per annum, not to exceed the maximum lawful interest rate. As used in Subparagraph (iii) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank situated nearest to the location of the Garage at the time of award plus one percent (1%).

For all purposes of this Article XVIII, the term "rent" shall be deemed to be the Minimum Annual Rent and all other sums required to be paid by Tenant pursuant to the terms of this Lease. All such sums other than Minimum Annual Rent, shall be computed on the basis of the average monthly amount thereof accruing during the immediately preceding sixty (60) month period, except that if it becomes necessary to compute such rent before such a sixty (60) month period has occurred, then such rent shall be computed on the basis of the average monthly amount accruing during such shorter period.

Should Landlord have reentered the Premises under the provisions of Section 18.2 above, Landlord shall not be deemed to have terminated this Lease by any such reentry or by any action in unlawful detainer or otherwise to obtain possession of the Premises unless Landlord shall have notified Tenant in writing that it has elected to terminate this Lease. The service by Landlord of any notice pursuant to the unlawful detainer statutes of the state of Nevada and Tenant's surrender of possession of the Premises pursuant to such notice shall not be deemed to be a termination of this Lease unless Landlord elects to the contrary at the time of or at any time subsequent to the serving of such notices and such election is evidenced by a written notice to Tenant.

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

18.6. Redemption. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed of the Premises for any cause, or in the event of Landlord obtaining possession of the Premises by reason of the violation by Tenant of any of the covenants and conditions of this Lease or otherwise.

18.7. Fixtures. In the event of a default, Landlord may, at its option, permit all of Tenant's fixtures, equipment, improvements, additions, alterations and other personal property to remain on the Premises in which event and continuing during the continuance of such default, Landlord shall have the right to take the exclusive possession of same rent and charge free, until all defaults are cured or, at Landlord's option, at any time during the term of the Lease, to require Tenant to forthwith remove same. In the event of any entry or taking of possession of the Premises, Landlord shall have the right, but not the obligation to remove therefrom, all or any part of the personal property located therein and may place the same in storage at a public warehouse at the expense and risk of the owners thereof. Tenant hereby grants to Landlord a security interest in all of Tenant's fixtures, furniture, equipment, improvements, additions, alterations and other personal property located within or upon the Premises, which security interest may be perfected by Landlord's taking possession thereof in the event of a default by Tenant.

ARTICLE XIX DEFAULT BY LANDLORD

In the event Landlord shall neglect or fail to perform any of the covenants, provisions or conditions contained in this Lease on its part to be performed within thirty (30) days after Landlord's receipt of written notice of default from Tenant, or if more than thirty (30) days shall be required because of the nature of the default, if Landlord shall fail to commence to cure such default within the thirty (30) day period and diligently pursue such cure to completion, then Tenant shall have the right to cure such default at Landlord's expense, including in such expenditure all reasonable costs and attorneys' fees incurred to cure such default or breach of this Lease. Should Tenant give written notice to Landlord to correct a default of Landlord, Tenant shall give similar written notice to Landlord's mortgagee or beneficiary and to the ground lessor under any master ground lease covering all, or any portion of the Garage, and such mortgagee and/or ground lessor shall be given a reasonable period of time to cure such default. If and when such mortgagee and/or ground lessor has cured such default, the default of Landlord shall be deemed cured. Tenant shall have no right to terminate this Lease in the event of a default by Landlord.

ARTICLE XX ATTORNEYS' FEES

In the event that either party shall institute any legal action or proceeding against the other relating to the provisions of this Lease, or any default hereunder, the unsuccessful party in such action or proceeding agrees to pay to the prevailing party the reasonable attorneys' fees and costs actually incurred by the prevailing party. In addition, should Landlord retain legal counsel to enforce any provision of this Lease, Tenant shall reimburse Landlord for such legal fees whether or not a lawsuit is filed.

ARTICLE XXI EMINENT DOMAIN

21.1 Taking Resulting in Termination. In the event that all or substantially all of the Premises shall be taken under the power of eminent domain, or that any portion of the Garage shall be so taken so as to render the Premises not reasonably suitable for continuation of business in Landlord's or Landlord's lender's sole and absolute discretion, this Lease shall thereupon terminate as of the date possession shall be so taken. In the event that a portion of the floor area of the Premises shall be taken under the power of eminent domain and the portion not so taken will not be reasonably adequate for the operation of Tenant's business, notwithstanding Landlord's performance of restoration as hereinafter provided, this Lease shall terminate as of the date possession of such

portion is taken. If this Lease is terminated, all rent shall be paid up to the date that actual possession of the Premises, or a portion thereof, is taken by public authority, and Landlord shall make an equitable refund of any rent paid by Tenant in advance and not yet earned.

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

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

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

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

ARTICLE XXII SUBORDINATION; ATTORNMEN

22.1 Subordination. This Lease is subject and subordinate to all ground and/or other underlying leases including and any sale and leaseback leases, mortgages and deeds of trust or other encumbrances which now affect the Premises or any portion thereof, together with all renewals, modifications, consolidations, replacements and extensions thereof; provided, however, if the lessor under any such lease or the holder or holders of any such mortgage, deed of trust or any encumbrance shall advise Landlord that it or they desire to require this Lease to be prior and superior thereto, upon written request of Landlord to Tenant, Tenant agrees to promptly execute, acknowledge and deliver any and all documents or instruments which Landlord or such lessor, holder or holders deem necessary or desirable for purposes thereof. This Lease is further subject to any zoning laws of the city, county and state where the Garage is situated. Tenant hereby covenants that Tenant, and all persons in possession or holding under Tenant, will conform to and will not violate the terms of said matters of record.

22.2 Future Encumbrance. Landlord shall have the right to cause this Lease to be and become and remain subject and subordinate to any and all ground and/or other underlying leases, including the sale and leaseback leases, mortgages or deeds of trust or other encumbrances which may hereafter be executed covering the Premises, the real property thereunder or any portion thereof, for the full amount of all advances made or to be made thereunder and without regard to the time or character of such advance, together with interest thereon, and subject to all of the terms and provisions thereof; and Tenant agrees, within ten (10) days after Landlord's written request therefor, to execute, acknowledge and deliver upon request any and all documents or instruments requested by Landlord or necessary or proper to assure the subordination of this Lease to any such mortgages, deeds of trust, leasehold estates or other encumbrances.

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

22.4 Estoppel Certificate. If, upon any sale, assignment or hypothecation of the Premises, the Garage, or the land thereunder by Landlord, an estoppel statement shall be required from Tenant, Tenant agrees to deliver in recordable form within ten (10) days after written request therefor by Landlord, an estoppel statement substantially in the form attached hereto as Exhibit "D", or such other form as may be prescribed by Landlord, its prospective lender or purchaser. Tenant's failure or refusal to timely execute such certificate, or such other certificate the party (other than Landlord) to the sale, assignment, or hypothecation may request, shall constitute an acknowledgment by Tenant that the statements in such certificate are true and correct without exception.

ARTICLE XXIII SALE OF PREMISES BY LANDLORD

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

consummation of such sale, exchange or conveyance and assignment. Landlord agrees that any such sale shall be subject to this Lease.

ARTICLE XXIV HOLDOVER BY TENANT

24.1 Holdover Tenancy. In the event that Tenant shall hold the Premises after the expiration of the Lease Term, such holding over, in the absence of written agreement on the subject, shall be deemed to have created a tenancy from month-to-month, terminable on thirty (30) days' written notice by either party to the other, upon a monthly rental hereinafter stated, but otherwise subject to all of the terms and provisions of this Lease. Such monthly rental shall equal one hundred fifty percent (150%) of the monthly rental payable by Tenant to Landlord for the preceding twelve (12) month period including, but not limited to, Minimum Annual Rent and any other charges payable by Tenant under this Lease.

24.2 Failure to Surrender. If Tenant fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any loss or liability resulting from such failure including, but not limited to, any claims made by any succeeding tenant based upon Tenant's failure to surrender and reasonable attorneys' fees and court costs.

ARTICLE XXV NOTICES

25.1 Notices. Wherever in this Lease it shall be required or permitted that notice, approval, advice, consent or demand be given or served by either party to this Lease to or on the other, such notice, approval, advice, consent or demand shall be given or served, and shall not be deemed to have been duly given or served unless, in writing and forwarded by certified or registered mail, or by recognized overnight courier service (such as Federal Express) addressed to the parties at the addresses listed in Section 1.1 hereof. Either party may change such address by written notice sent by certified or registered mail to the other. Whenever a notice is required by law to be given to Tenant as a condition precedent to the commencement of a legal action against Tenant for possession of the Premises, any notice required under this Lease shall run concurrently with, and not in addition to, any similar time periods prescribed by applicable law.

25.2 Delivery Of Default Notices. Notwithstanding anything to the contrary contained herein, any notices Landlord is required or authorized to serve upon Tenant in order to advise Tenant of alleged violations of Tenant's covenants contained in Article XI (improper advertising medium/signs), Article XV (failure of Tenant to properly repair and/or maintain the Premises), or Article XVII (improper parking of automobiles), must be in writing but shall be deemed to have been duly given or served upon Tenant by delivery of a copy of such notice to one of Tenant's managing or responsible employees at the Premises or by mailing a copy of such notice to Tenant in the manner specified above.

ARTICLE XXVI MISCELLANEOUS PROVISIONS

26.1 Reference Only. The captions of Articles and Sections of this Lease are for convenience only and do not in any way limit or amplify the terms and provisions of this Lease.

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

26.3 Obligations of Successors. Each and all of the provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto, and except as otherwise specifically provided in this Lease, their respective heirs, executors, administrators, successors and assigns, subject to all agreements, covenants, and restrictions contained elsewhere in this Lease with respect to the assignment, transfer, encumbering or subletting of all or any part of Tenant's interest in this Lease or the Premises.

26.4 Severability; Counterparts. It is agreed that, if any provision of this Lease shall be determined to be void by a court of competent jurisdiction, then such determination shall not affect any other provision of this Lease, and all such other provisions shall remain in full force and effect. This Lease may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

26.5 Warranty of Corporate Authority. If Tenant is a corporation or a limited liability company, the persons executing this Lease on behalf of Tenant hereby covenant and warrant that Tenant is a duly formed corporation or limited liability company and all steps have been taken prior to the date hereof to qualify Tenant to do business in the State of Nevada; that all franchise and corporate taxes have been paid to date; and that all forms, reports, fees and other documents necessary to comply with applicable laws will be filed when due.

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

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

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

26.9 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental actions, civil commotion, fire or other casualty, and other non-financial causes beyond the reasonable control of the party obligated to perform, shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage, except the obligations, once accrued, imposed with regard to rent and other charges to be paid by Tenant pursuant to this Lease.

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

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

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

26.13 Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which is extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by the terms of any mortgage or deed of trust covering the Premises. Accordingly, if any installment of rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee when due, then Tenant shall pay to Landlord a late charge equal to Two Hundred Fifty and 00/100 Dollars (\$250.00) or four percent (4%) of the amount due, whichever is higher, provided that such amount will not exceed the maximum rate permitted by law, plus any attorneys' fees incurred by Landlord by reason of Tenant's failure to pay rent and/or other charges when due hereunder. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. If Tenant incurs a late charge for two (2) consecutive months, Minimum Annual Rent for the following twelve (12) months shall be automatically adjusted to be payable quarterly, in advance, commencing upon the first day of the month following such consecutive late month and continuing for the next twelve (12) months.

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

26.15 Real Estate Brokers. Landlord and Tenant represent and warrant that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease, and agree to indemnify the other against and hold it harmless from all liability arising from any such claim including, without limitation, any attorneys' fees incurred in connection therewith.

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

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

26.18 Exculpation. Notwithstanding any other provision hereof, neither Landlord nor any of the entities comprising Landlord shall have any personal liability hereunder. If Landlord shall fail to perform any covenant, term or condition of this Lease to be performed by Landlord, and if as a consequence of such default Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Landlord in the Garage and out of rents or other income from such property receivable by Landlord, or out of the consideration receivable by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the Garage, subject to the

rights of Landlord's mortgagee, and neither Landlord nor its employees, officers, directors, partners, shareholders or affiliates shall be liable for any deficiency.

26.19 Hazardous Materials. Tenant covenants as follows:

A. Except for ordinary and general office supplies typically used in the ordinary course of business, such as copier toner, liquid paper, glue and ink and common household cleaning materials (some or all of which may constitute "Hazardous Materials" as herein defined), Tenant agrees not to cause or permit any Hazardous Materials to be brought upon, stored, used, handled, generated, released or disposed of, on, in, under or about the Premises, the Common Areas or any portion of the Garage by Tenant, its agents, employees, subtenants, assignees, contractors or invitees (collectively "Tenant Parties"), without the prior written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. At all times and in all respects, Tenant and the other Tenant Parties shall comply with all federal, state and local laws, statutes, ordinances and regulations including, but not limited to, the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), Resource Conservation & Recovery Act (42 U.S.C. Section 18901 et seq.), Safe Drinking Water Act (42 U.S.C. Section 3000(f) et seq.), Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.), the Clean Air Act (42 U.S.C. Section 7401 et seq.), Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.), and any Nevada Health, Safety and Water Codes and other comparable state laws (collectively "Hazardous Materials Laws"), relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, disposal or transportation of any oil, flammable explosives, asbestos, urea formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, any "hazardous substances", "hazardous wastes", "hazardous materials", or "toxic substances" under any such federal, state or local laws, statutes, ordinances or regulations (collectively "Hazardous Materials").

B. At Tenant's own expense, Tenant shall procure, maintain in effect and comply with all conditions of any and all permits, licenses, and other governmental and regulatory approvals required for the use of the Premises including, without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the Garage or the Premises. Except as discharged into the sanitary sewer in strict accordance and conformity with all applicable Hazardous Materials Laws, Tenant shall cause any and all Hazardous Materials removed from the Garage to be removed and transported by duly licensed haulers to duly licensed facilities for final disposal of such materials and wastes. Tenant shall in all respects handle, treat, deal with and manage any and all Hazardous Materials in, on, under or about the Garage in total conformity with all applicable Hazardous Materials Laws and prudent industry practices regarding management of such Hazardous Materials. Upon transfer of possession of the Premises, such transferor shall cause all Hazardous Materials to be removed from the Premises, transferred and transported for use, storage or disposal in accordance with and in compliance with all applicable Hazardous Materials Laws. Upon the expiration or sooner termination of this Lease, Tenant agrees to remove from the Premises, at its sole cost and expense, any and all Hazardous Materials, including any equipment or systems containing Hazardous Materials which are installed, brought upon, stored, used, generated or released upon, in or under the Premises or any portion of the Garage by Tenant or any of the Tenant Parties.

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

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

26.20 Public Records Act. Tenant acknowledges that Landlord is subject to the Nevada Public Records Act contained in Chapter 239 of the Nevada revised Statutes. As a result, Landlord is subject to permit the general public to copy and receive a copy of this Lease. As a result, Landlord cannot keep this Lease confidential and may be required to disclose it to the general public.

26.21 DISCLOSURE OF PRINCIPALS. Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council effective October 1, 1999, Lessee warrants that it has disclosed on the form attached as Exhibit "G", all principals and partners of Lessee as well as all persons and entities holding more than a one percent (1%) interest in EAT HERE LV LLC. Lessee shall notify Lessor in writing of any material change in the above disclosure within 15 days of any such change.

26.21 Waiver of Jury Trial. Landlord and Tenant both hereby waive the right to a jury trial in any unlawful detainer action or other legal proceedings arising out of or related in any manner to this Lease.

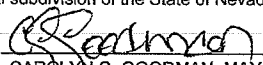
26.22 **Subtenancies.** The voluntary or other surrender of this Lease by Tenant or a mutual cancellation of this Lease shall not effect a merger and shall, at Landlord's option, terminate all existing subtenancies or operate as an assignment to Landlord or any or all of such subtenancies.

26.23 **No Exclusive.** Unless otherwise agreed to by both Landlord and Tenant in writing, Landlord does not grant to Tenant any exclusive right to conduct any type or style of business, or to be the sole or exclusive retailer of any goods or services in the Garage or any portion thereof.

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

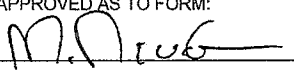
"LANDLORD"

CITY OF LAS VEGAS NEVADA,
a political subdivision of the State of Nevada

By: 
CAROLYN G. GOODMAN, MAYOR

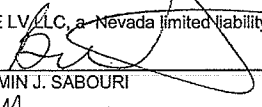
ATTEST: 
BEVERLY K. BRIDGES, MMC, CITY CLERK

APPROVED AS TO FORM:


4-24-13

"TENANT"

EAT HERE LV, LLC, a Nevada limited liability company

BY: 
BENJAMIN J. SABOURI

ITS: Manager

BY: _____
MATTHEW MOORE

ITS: _____

BY: _____
NICHOLAS LANDIS

ITS: _____

26.22 Subtenancies. The voluntary or other surrender of this Lease by Tenant or a mutual cancellation of this Lease shall not effect a merger and shall, at Landlord's option, terminate all existing subtenancies or operate as an assignment to Landlord or any or all of such subtenancies.

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

"LANDLORD"

CITY OF LAS VEGAS NEVADA,
a political subdivision of the State of Nevada

By: CAROLYN G. GOODMAN, MAYOR

ATTEST: BEVERLY K. BRIDGES, MMC, CITY CLERK

APPROVED AS TO FORM:

M. N. Dub
4-24-13

"TENANT"

EAT HERE LV, LLC, a Nevada limited liability company

BY: B. Sabouri
BENJAMIN J. SABOURI

ITS: Manager

BY: Matthew Moore
MATTHEW MOORE

ITS: Manager

BY: NICHOLAS LANDIS

ITS: _____

26.22 Subtenancies. The voluntary or other surrender of this Lease by Tenant or a mutual cancellation of this Lease shall not effect a merger and shall, at Landlord's option, terminate all existing subtenancies or operate as an assignment to Landlord or any or all of such subtenancies.

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

"LANDLORD"

CITY OF LAS VEGAS NEVADA,
a political subdivision of the State of Nevada

By: _____
CAROLYN G. GOODMAN, MAYOR

ATTEST: _____
BEVERLY K. BRIDGES, MMC, CITY CLERK

APPROVED AS TO FORM:

M. D. IUG
4-24-13

"TENANT"

EAT HERE LV, LLC, a Nevada limited liability company

By: [Signature]
BENJAMIN J. SABOURI
ITS: Manager

By: _____
MATTHEW MOORE

ITS: _____
By: [Signature]
NICHOLAS LANDIS
ITS: Manager

EXHIBIT "A-1"

SITE PLAN

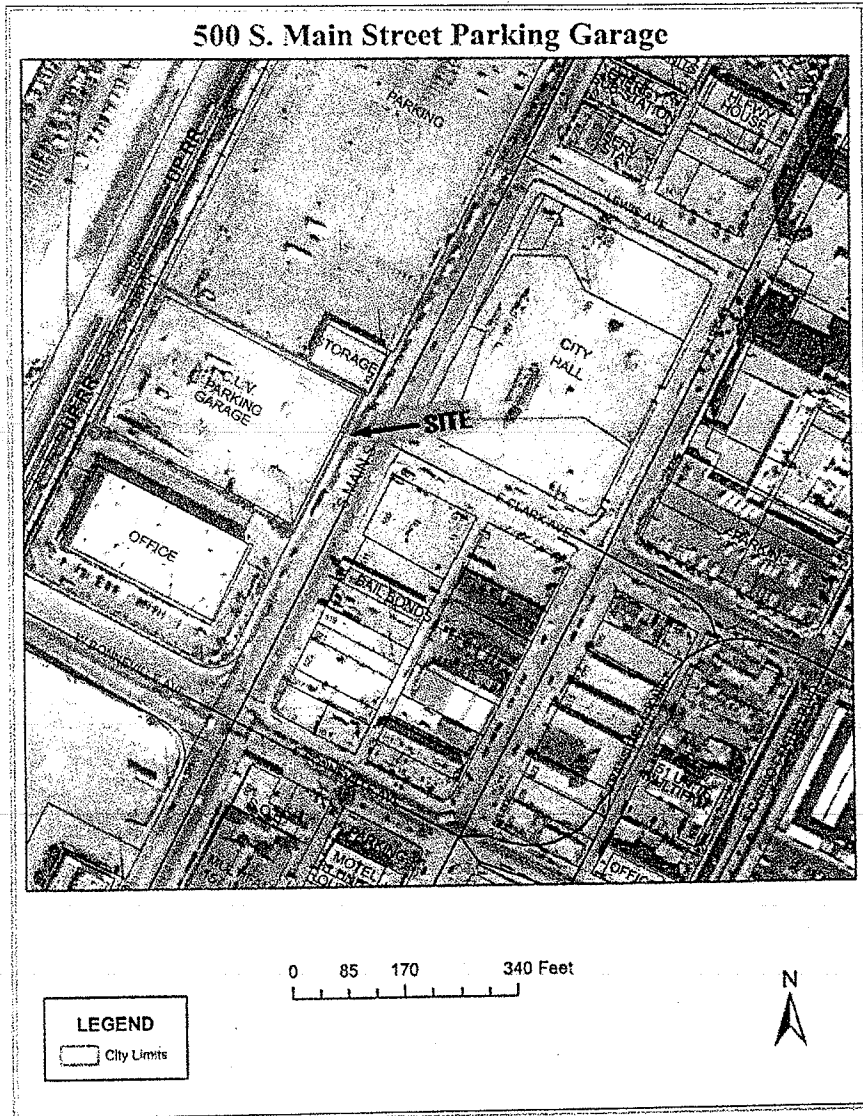


EXHIBIT "B"

FLOOR PLAN OF THE PREMISES

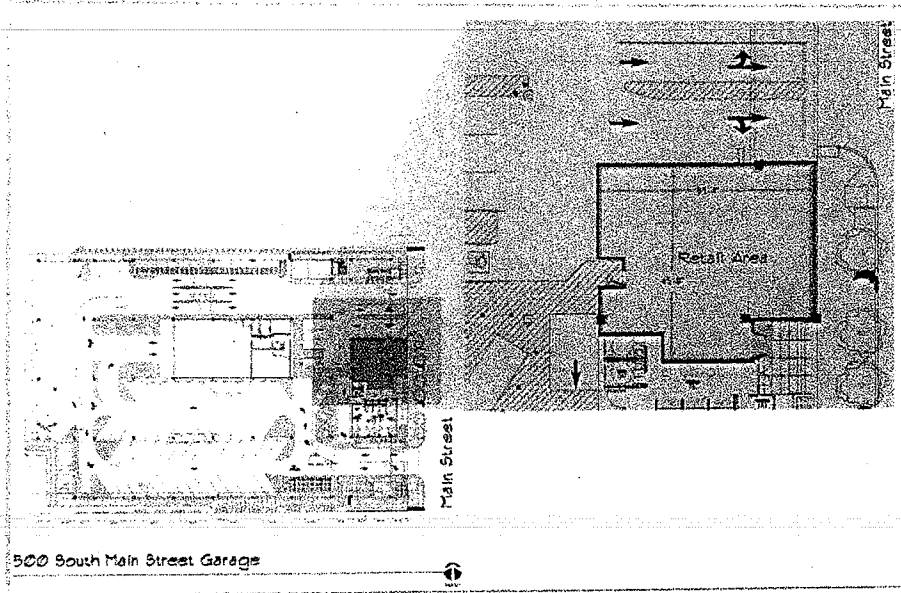


EXHIBIT "C"

DESCRIPTION OF DELIVERY CONDITION OF PREMISES AND TENANT'S WORK

I. LANDLORD'S WORK

The Landlord will provide the Premises to the Tenant in a gray shell condition, defined as follows:

- A. Vertical enclosure consists of 13'-6" glass storefront on the east, a combination of 8" masonry units and precast concrete walls on the north and west and a metal stud wall with drywall finish on the south (common wall with the adjacent office space). The glass storefront consists of clear, low emissivity glazing with horizontal mullions at 3'-2" above finish floor. A double glass storefront door (6'-0") is provided at the east entrance and a 4'-0" metal door is provided at the west as a service entrance.
- B. Horizontal enclosure consists of a dirt floor at ground level and the exposed double "T" structure of the 2nd floor of the parking garage. Clear height to bottom of double "T" structure above is approximately 20'-0".
- C. Outdoor space consists of a concrete slab 18" above the public sidewalk accessed by steps and a ramp from the public sidewalk off of Main Street. The overhang of the garage facility covers this area.
- D. Electrical capacity is provided by a 2" conduit stubbed into the space. The available service is 277/408 3 phase, 4 wire, 200 amps. Tenant to provide meter, conductors and power panel.
- E. HVAC shall be provided by the tenant.
- F. A 2" water line and 4" waste line are stubbed into the retail space. A separate 4" grease waste line is stubbed to the space and connects to a 1000 gallon grease trap. The maintenance of the grease trap shall be the responsibility of the tenant.
- G. A 2-1/2" gas line has been stubbed into the space.
- H. Fire sprinkler system trunk lines with upright heads are provided by the 500 South Main Street Parking Garage supervised fire sprinkler system.
- I. Telecommunication service is provided by two 1" conduits stubbed into the space. Tenant to provide cabling, patch panels and active equipment.
- J. Fire alarm system components provided in the space meet gray shell code only. The tenant is required to integrate with the Garage fire alarm system and provide fire alarm appliances with the space.

II TENANT'S WORK

Tenant, at its cost and expense, will construct the Premises in accordance with the following:

A. General

1. All work required to complete and place the Premises in finished condition for opening of business (except for Landlord's Work) shall be performed by Tenant at Tenant's sole cost and expense with all due diligence, which work shall hereinafter be referred to as "Tenant's Work". Tenant's Work includes the following:

INSERT DESCRIPTION

2. The project is being developed under the jurisdiction of the City of Las Vegas, State of Nevada, and federal safety codes. All design and construction work shall comply with all applicable statutes, ordinances, regulations, laws and codes, and Landlord's design criteria for Tenant's Work previously delivered to Tenant.
3. All permits, licenses and approvals for Tenant's Work shall be obtained by Tenant or its contractor prior to the commencement of construction and shall be posted in a prominent place within the Premises as required by the agency issuing the permit.
4. Landlord's written approval shall be obtained by Tenant prior to submitting plans for purposes of obtaining any required governmental permit or approval, and the undertaking of any construction work which deviates from Tenant's Working Drawings and specifications, as approved by Landlord, or the undertaking of any modifications whatsoever to Landlord's building shell and/or utilities and other work not explicitly shown on said Working Drawings and specifications or included as Landlord's Work in this Exhibit "C". Landlord's approval of the foregoing shall not constitute the assumption of any responsibility by Landlord for the accuracy or sufficiency thereof, and Tenant shall be solely responsible therefor.
5. All contractors engaged by Tenant shall be bondable, licensed contractors, possessing good labor relations, capable of performing quality workmanship and working in harmony with Landlord's general contractor and other contractors on the job. All work shall be coordinated with the general project work.
6. Where conflict exists between building codes, utility regulations, statutes, ordinances, other regulatory requirements and Landlord's requirements, as set forth herein, the more stringent of the requirements shall, at Landlord's option, govern.
7. Tenant shall inspect, verify and coordinate all field conditions pertaining to the Premises from time to time prior to the start of its store design work, through its construction, including its fixturing and merchandising. Tenant shall advise Landlord immediately of any discrepancies with respect to Landlord's drawings. Any adjustments to the work arising from field conditions, not apparent on Tenant's drawings and other building documents, shall require the prior written approval of Landlord.

8. Landlord reserves the right to require changes in Tenant's Work when necessary by reason of code requirements or building facility necessity, field conditions, or directives of governmental authorities having jurisdiction over the Premises, or directives of Landlord's insurance underwriters.

B. Public Safety. Tenant shall confine the construction work to within the Premises as much as possible and shall work in an orderly manner removing trash and debris from the project on a daily basis. At no time will pipes, wires, boards or other construction materials cross public areas where harm could be caused to the public. The requirements of "Occupational Safety and Health Administration" (OSHA) prepared by the Department of Labor will govern. If Tenant fails to comply with these requirements, Landlord may cause remedial action as deemed necessary by Landlord to protect the public. All costs of said remedial action shall be charged to Tenant and shall become Tenant's responsibility.

C. Tenant Damage to Construction. Tenant will be required to furnish the necessary ramps, coverings, etc., to protect Landlord's facilities and adjoining premises from damage. All costs to repair damage to Landlord's facilities and to adjoining premises will be at the expense of Tenant. Actual repair work may be accomplished by Landlord at Landlord's option.

E. Drawings and Specifications.

1. Within sixty (60) days of the Effective Date of this Lease, Tenant shall prepare and submit to Landlord for approval an interior completion plan, design drawings, working drawings and specifications necessary to complete "Tenant's Work" under this Exhibit "C". As soon as practicable after receipt of such Drawings and Specifications, Landlord shall return to Tenant such Drawings and Specifications with its suggested modifications and/or approval. If, upon receipt of Landlord's modified Drawings and Specifications, Tenant wishes to take exception thereto, Tenant may do so within thirty (30) days from the date on which Tenant receives Landlord's modified Drawings and Specifications. Unless such action is taken by Tenant, it will be deemed that all modifications made by Landlord on the Drawings and Specifications are acceptable to and adopted by Tenant.

2. If Drawings and Specifications are returned to Tenant with modifications, said Drawings and Specifications shall be revised by Tenant and resubmitted to Landlord for approval within ten (10) days of their receipt by Tenant.

3. Upon Landlord's approval in all respects of all such Drawings and Specifications, Tenant shall cause Tenant's Work to be completed and installed or such installations or alterations to be performed, as the case may be, in accordance with the Drawings and Specifications approved by Landlord, and no deviation from said Drawings and Specifications shall be made without Landlord's prior written approval. Tenant shall obtain all necessary permits in connection with the installation of such Tenant improvements and the performance of such work prior to the commencement of any work.

4. If Tenant's Work entails any structural changes to the Premises, Tenant shall submit detailed structural plans, and Landlord's review of such plans shall be at Tenant's expense, provided that such expense shall not exceed One Thousand and 00/100 Dollars (\$1,000.00). Moreover, Tenant shall not be permitted to commence any Tenant's Work until all plans applicable thereto have been approved in writing by Landlord.

5. At any time during the Lease Term, any and all modifications to the Premises requiring alterations to the architectural, mechanical, electrical, fire protection or structural systems will require Tenant to supply detailed Working Drawings and appropriate calculations covering those modifications to Landlord for written approval. Interior painting, wall covering, carpeting and placement of movable trade fixtures are considered normal maintenance items and do not require Landlord approvals, but otherwise meet the requirements of this Exhibit. All other alterations require Landlord's written approval.

6. Landlord's approval or inspection of any of Tenant's plans, shop drawings, etc., so submitted is made for identification purposes only and neither Landlord, nor its agents, servants or employees shall have any liability in any respect to any inadequacies, deficiencies, errors or omissions or non-complying features contained in any or all of Tenant's preliminary plans or final plans or Landlord's comments in respect to same.

F. Tenant Improvements. All work to be performed by Tenant is herein referred to as "Tenant's Work". Without limiting the generality of the foregoing, the term "Tenant's Work" includes the following:

1. Storefront: Tenant shall furnish and install at its cost all additional storefront construction not provided by Landlord per Exhibit "C" to this Lease including, but not limited to, application of finish and decorating material on the interior side of the "storefront".

2. Floors: Tenant shall furnish and install all interior floor coverings and finishes and be responsible for preparation of floor surfaces except for the restroom floor. All exposed concrete floors shall have a sealant applied. Carpeting and/or other quality floors, such as glazed or unglazed pavers or wood parquet, shall be used in all public areas except in such instances where other types of floor covering materials are specifically approved by Landlord. Vinyl tile is generally not considered an acceptable finish material in public areas. Additional restroom(s), kitchen(s) and storage areas shall have thresholds at the doors in such a manner as will not permit the passage of water or other liquids to the adjacent tenant space.

3. Walls: Tenant shall furnish and install all partitions and doors other than for restrooms and all interior wall finish materials including, but not limited to, Tenant's sales area, stock area, restroom, fitting rooms, etc. Inasmuch as Landlord's demising walls have not been designed for Tenant's superimposed fixture loads and/or any unusual wall decor, Tenant shall structurally reinforce the existing walls as required and approved by Landlord, to accommodate any additional superimposed loading required by Tenant's design. Any combustible materials applied to the demising partitions shall receive a U.L. labeled fire retardant coating. Tenant spaces with unusual sound and/or odor problems shall have sound and odor absorbent wall installed and in such a manner which will not permit the passage of sound and/or odors through the wall(s) to the adjacent space(s).

4. Ceilings: Tenant shall furnish and install all additional interior ceiling finish materials not provided by Landlord.

5. Utilities: Tenant shall make provision and pay all hook-up fees for separate metering of applicable utilities, all telephone service equipment within the Premises in accordance with local utility requirements. Tenant shall be responsible for speaker wires for any stereo system and/or phone system. Tenant's utility service requirements in excess of that provided by Landlord shall be furnished and installed by Landlord's contractor at Tenant's expense.

6. Special Equipment: Tenant shall provide for Landlord's installation at Tenant's cost any and all additional mechanical equipment, curbs, supports, etc., including, but not limited to, swamp cooler or additional H.V.A.C., additional plumbing, elevators, conveyors, etc., related to the operation of Tenant's business, and located within the Premises. Tenant shall provide fire extinguishers as required by code.

7. Fixtures and Furniture: Tenant shall furnish and install all new furniture, trade fixtures, shelving and other work necessary for its operation within the Premises.

8. Material and Warranties: Tenant shall use only new, first-class materials in the completion of Tenant's Work. All work and equipment shall be warranted for a minimum of one (1) year from installation and shall comply with all applicable codes.

9. Roof Work: Tenant agrees that all venting, opening, sealing, waterproofing or any altering of the roof shall be performed by Landlord's roofing contractor at Tenant's expense and that, when completed, Tenant shall furnish to Landlord a certificate from Landlord's roofing contractor that all such alterations approved by Landlord have been completed in accordance with the plans and specifications therefor approved by Landlord.

10. Kitchen Areas: All kitchen areas shall have installed proper range hoods and insulated exhaust ducts. Waste lines shall have grease interceptors, make-up air system, fire extinguishing system for all cooking exhaust hoods and fire extinguishers. All kitchen exhaust fans shall be of up-blast type.

11. Storefront Sign: In accordance with Exhibit "F" to the Lease.

12. Other Work: Tenant shall be responsible for all other work that is not listed as "Landlord's Work".

G. Insurance.

Tenant shall secure, pay for and maintain or cause its contractor(s) to secure, pay for and maintain during Tenant's Work construction, fixturing and merchandising of the Premises, including any modification performed by Tenant during the Lease Term, the following insurance in the following amounts, which shall be endorsed in all policies to include Landlord and its beneficiaries, employees and agents as insured parties, and which shall provide in all policies that Landlord shall be given thirty (30) days' prior written notice of any alteration or termination of coverage in the amounts as set forth below, and such insurance as may from time to time be required from city, county, state or federal laws, codes, regulations or authorities, together with such other insurance as is reasonably necessary or appropriate under the circumstances:

1. Tenant and Tenant's general contractor and subcontractor(s) required minimum coverages and limits of liability:

(a) Worker's Compensation as required by state law and Employer's Liability Insurance with limits of not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) and any insurance required by any employee benefit acts or other statutes applicable where the work is to be performed as will protect the contractor and subcontractors from any and all liability under the aforementioned acts.

(b) Comprehensive General Liability Insurance (including Contractor's Protective Liability) with a combined single limit (bodily injury and property damage) of not less than Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence and in the aggregate. Such insurance shall provide for explosion, collapse and underground coverage and contractual liability coverage and shall insure the general contractor and/or subcontractors against any and all claims for personal injury, including death resulting therefrom, and damage to the property of others and arising from his operations under the contract, whether such operations are performed by the general contractor, subcontractors or any of their subcontractors, or by anyone directly or indirectly employed by any of them. Such insurance policy shall include (i) a products/completed operations endorsement; (ii) endorsements deleting the employee exclusion on personal injury and the liquor liability exclusion; and (iii) a cross-liability endorsement or a severability of interest clause. Such insurance shall be primary and Landlord's insurance shall be excess insurance only.

(c) Comprehensive Automobile Liability Insurance, including the ownership, maintenance and operation of any automotive equipment, owned, hired and non-owned in an amount not less than Two Million and 00/100 Dollars (\$2,000,000.00) combined single limit (bodily injury and property damage) per occurrence and in the aggregate. Such insurance shall insure the general contractor and/or subcontractors against any and all claims for bodily injury, including death resulting therefrom, and damage to the property of others arising from his operations under the contract, whether such operations are performed by the general contractor, subcontractor or any of their subcontractors, or by anyone directly employed by any of them.

(d) Builder's Risk Insurance — Completed Value Builder's Risk Damage Insurance Coverage. Tenant shall provide an "All Physical Loss" Builder's Risk insurance policy on the work to be performed for Tenant in the Premises as it relates to the building within which the Premises are located. The policy shall include as insureds Tenant, its contractor and subcontractors, and Landlord, as their respective interests may appear within the Premises and within one hundred feet (100') thereof. The amount of insurance to be provided shall be one hundred percent (100%) replacement cost.

2. All such insurance policies required under this Exhibit, except as noted above, shall include Landlord, Landlord's agents and beneficiaries, Landlord's on-site representatives, Landlord's architect, and Landlord's general contractor, as additional insureds; except Worker's Compensation Insurance, which shall contain an endorsement waiving all rights of subrogation against Landlord, Landlord's architect and Landlord's general contractor, Landlord's agents and beneficiaries.

3. The insurance required under this Exhibit shall be in addition to any and all insurance required to be provided by Tenant pursuant to the Lease.

H. Trash Removal.

During the construction, fixturing and merchandise stocking of the Premises, Tenant shall provide trash removal at areas designated by Landlord. It shall be the responsibility of Tenant and Tenant's contractors to remove all trash and debris from the Premises on a daily basis and to break down all boxes and place all such trash and debris in the containers supplied for that purpose. If trash and debris are not removed on a daily basis by Tenant or Tenant's contractor, then Landlord shall have the right to remove such trash and debris or have such trash and debris removed at the sole cost and expense of Tenant.

I. At Completion of Tenant's Work.

Tenant will provide Landlord with the following within thirty (30) days following store opening:

1. A Certificate of Occupancy (C of O) prior to opening for business.
2. Unconditional Waivers of Liens and Sworn Statements in such form as may be required by Landlord from all persons performing labor and/or supplying materials in connection with such work showing that all parties have been paid in full.
3. Submission by Tenant to Landlord of detailed breakdown of Tenant's final and total construction costs, together with receipted invoices showing payment thereof.
4. Submission by Tenant to Landlord of warranties for not less than one (1) year against defects in workmanship, materials and equipment as required in this Exhibit.
5. Submission by Tenant of a statement wherein Tenant agrees to indemnify Landlord and Landlord's designated Escrow Agent against any and all liens against the Premises or any claims by any materials suppliers, contractors, or subcontractors.
6. Tenant shall have reimbursed Landlord for the cost of Tenant's Work done for Tenant by Landlord, the cost of temporary power and of trash removal, and all other sums owed by Tenant to Landlord pursuant to the Lease and Exhibits.
7. Tenant shall furnish a copy of the License to do Business.
8. Tenant shall execute an Estoppel Letter which will be prepared by Landlord.
9. "As-Built" Drawings of all permanent Tenant Work performed.
10. Recordation of a valid Notice of Completion.

EXHIBIT "D"

FORM OF TENANT'S CERTIFICATE

The undersigned, as Tenant, under that Retail Lease dated May 15, 2013 ("Lease") made with the City of Las Vegas Nevada, as Landlord, hereby certifies as follows:

1. That the undersigned has entered into occupancy of the Premises described in the Lease;
2. That the Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way, except as follows: _____

3. That the Lease represents the entire agreement between the parties as to said leasing;
4. That the Commencement Date of the Lease is May 15, 2013;
5. That there is an unexpired term under the Lease of _____ (_____) months;
6. That all conditions of the Lease to be performed by Landlord and necessary to the enforceability of said Lease have been satisfied;
7. That there are no defaults by either Tenant or Landlord under the Lease;
8. That no rents have been prepaid, other than as provided in the Lease;
9. That on this date there are no existing defenses or offsets which the undersigned has against the enforcement of the Lease by Landlord; and

The undersigned hereby agrees:

1. To disclaim all right, title or interest in said premises except the rights granted by the Lease; and
2. To notify the holder of any mortgage affecting the Premises of any default on the part of Landlord which Tenant proposes to cure and deduct from rentals, or use as a basis for cancellation of the Lease and hereby grants to any such holder the option to cure said default within a reasonable length of time. Tenant further agrees not to invoke any of its remedies under the Lease during any period that any such holder is proceeding to cure such default with due diligence, or is taking steps with due diligence to obtain the legal right to enter the Premises and cure the default. The undersigned hereby acknowledges that _____
_____ is presently the holder of a mortgage affecting the Premises.

EXECUTED this _____ day of _____, 20__.

BY: _____
BENJAMIN J. SABOURI
ITS: _____

BY: _____
MATTHEW MOORE
ITS: _____

BY: _____
NICHOLAS LANDIS
ITS: _____

EXHIBIT "E"

SIGN CRITERIA

**Tenant's Sign Criteria shall be in compliance with the CITY OF LAS VEGAS DOWNTOWN
CENTENNIAL PLAN adopted July 5, 2000**

EXHIBIT "F"

RULES AND REGULATIONS

Landlord hereby establishes the following rules and regulations for the safety, care and cleanliness of the Premises for the preservation of good order:

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

EXHIBIT "G"

DISCLOSURE OF PRINCIPALS

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity Eat Here LV LLC Name 7080 W. Patrick Ln. LV, NV 89113 EIN or DUNS	Block 2 Description Retail Lease RFP#
Block 3 Type of Business ☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Trust ☐ Other:	

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Benjamin Schuch	7080 W. Patrick Ln.	702-595-9211
2.	Matthew Moore	40, DU 89113	
3.	Nicholas Landis		
4.			
5.			
6.			
7.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals - Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____.

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS - ALTERNATE

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

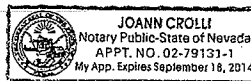
I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Name _____

Date _____

Subscribed and sworn to before me this 24 day of

April, 2013.
Joann Crolli
Notary Public



FORM OF TENANT'S CERTIFICATE

The undersigned, as Tenant, under that Retail Lease dated May 15, 2013 ("Lease") made with the City of Las Vegas Nevada, as Landlord, hereby certifies as follows:

1. That the undersigned has entered into occupancy of the Premises described in the Lease;
2. That the Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way, except as follows: N/A
3. That the Lease represents the entire agreement between the parties as to said leasing;
4. That the Commencement Date of the Lease is May 15, 2013;
5. That there is an unexpired term under the Lease of N/A () months;
6. That all conditions of the Lease to be performed by Landlord and necessary to the enforceability of said Lease have been satisfied;
7. That there are no defaults by either Tenant or Landlord under the Lease;
8. That no rents have been prepaid, other than as provided in the Lease;
9. That on this date there are no existing defenses or offsets which the undersigned has against the enforcement of the Lease by Landlord; and

The undersigned hereby agrees:

1. To disclaim all right, title or interest in said premises except the rights granted by the Lease; and
2. To notify the holder of any mortgage affecting the Premises of any default on the part of Landlord which Tenant proposes to cure and deduct from rentals, or use as a basis for cancellation of the Lease and hereby grants to any such holder the option to cure said default within a reasonable length of time. Tenant further agrees not to invoke any of its remedies under the Lease during any period that any such holder is proceeding to cure such default with due diligence, or is taking steps with due diligence to obtain the legal right to enter the Premises and cure the default. The undersigned hereby acknowledges that N/A is presently the holder of a mortgage affecting the Premises.

EXECUTED this 23RD day of May, 2013

EAT HERE LV LLC, DBA MTO CAFE

BY: [Signature]
BENJAMIN J. SABOURI

ITS: Manager

BY: _____
MATTHEW MOORE

ITS: _____

BY: _____
NICHOLAS LANDIS

ITS: _____

ATTACHMENT 3

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

<u>Work Item</u>	<u>Cost</u>
Vision Sign: Production & Installation	\$17,600.93
Titanium Contracting: Electrical, structural & architectural work required by the signage package	\$35,664.00
Westar & FEA: Architectural & electrical drawings for permit constructions	\$9,827.00
Shift Solutions: Signage design and layout consulting	\$18,360.00
Edge Marketing: Construction, design, and structural consulting	\$11,240.00

TOTAL ESTIMATED PROJECT COSTS	\$92,691.93
--------------------------------------	--------------------

Estimated CVIP Grant	\$45,000.00
plus Contingency	\$00.00
Maximum Reimbursement for CVIP Grant	\$45,000.00

*Note – Items in bold are “Pre-approved Qualified Exterior Improvements”.

Schedule of Improvements

Work will begin 30 days after approval of Agreement and should be complete within 120 days, depending on contractor's work schedule/work load.

ATTACHMENT 4

Participant Affidavit and Employment Plan

Please Print Legibly

Page 1 of 2

[illegible]

I, Matthew P. Moore, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the Eat Here LV, a company duly organized in the State of Nevada as a LLC, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the city of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 500 S. Main, Suite 101A ("Site"), as more particularly described by the VIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency at its public hearing to be held on _____.

2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this agreement.

Assistance from the Agency will allow me to make improvements to the site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

- a. Encourage the creation of new business or other appropriate development; ☒
- b. Create jobs or other business opportunities for nearby residents; ☒
- c. Increase local revenues from desirable sources; ☒
- d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☒
- e. Possess attributes that are unique, either as to type of use or level of quality and design; ☐
- f. Require for their construction, installation or operation the use of qualified and trained labor; ☐ and
- g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☐

3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

- a. An inducement for new businesses to locate or existing businesses to remain within the redevelopment area in which the business would ordinarily choose to locate outside the redevelopment area if the grant were not provided. Evidenced by a "but for" letter or statement from the business owner.; ☒ or
- b. There is a public objective and/or requirement that is more stringent and/or costly to undertake than a business would ordinarily embark upon. Evidenced by state or city ordinance. ☒ or
- c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum and blight. ☐ or
- d. The exterior improvements to the property or business do not have a direct affect on revenues therefore making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☐ or



VIP Participant Affidavit and Employment Plan

Please Print Legibly

Page 2 of 2

- e. The visual improvement of the property or addition of the business to the area is so dramatic that it is a catalyst for economic development in the area. Evidenced by a positive economic impact analysis. ☐

Participant agrees to submit to the Agency its documentation which evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:

- a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. MPM MPH (initial)
- b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. MPM MPH (initial)
- c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. MPM MPH (initial)
- d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. MPM MPH (initial)

5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employee neighborhood residents.

Furthermore, the project will help facilitate the continued expansion of employment opportunities by setting an example to other property/business owners to renovate their property/business and help create more employment opportunities through an expansion of business and renovation of vacant storefronts. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

DATED this 8 day of July, 2013.

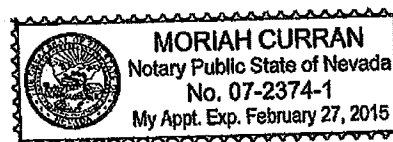
Authorized Signature: Matt P. [Signature]

SIGNED AND SWORN TO before

me this 8th day of July, 2013, by [Signature]

NOTARY PUBLIC

My Commission Expires: 02/27/2015



CITY OF LAS VEGAS REDEVELOPMENT AGENCY



ATTACHMENT 5

VIP Disclosure of Ownership/Principals

VIP Disclosure of Ownership/Principals

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Business - Page 1 of 2

VIP Contracting Entity Information

Name Eat Here LV, LLC

Mailing Address 7080 West Patrick Lane, Las Vegas, NV 89113

Business Phone 2708367041

Tax ID or Social Security Number 46-2971746

Type of Business

Sole Proprietor _____ Partnership _____ Limited Liability Company X Corporation _____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the business.

Full Name & Title	Business Address	Business Phone
Matthew P. Moore - Manager	7080 West Patrick Lane, Las Vegas, NV 89113	2708367041
Benjamin Sabouri - Manager	7080 West Patrick Lane, Las Vegas, NV 89113	7025959211
Blackford Holding	7080 W. Patrick Ln. LV NV 89113	270-836-7041
Jeff Carpoff	84 Carolina Cherry Dr. LV NV 89141	925-305-7246
Narges Afshari Sarabi	822 19th St. Arlington VA 22202	240-429-4958
Phidgy Holdings	106813 Hazelhurst Dr. Houston, TX 77043	702-580-7032
Ernest Moody Revocable Trust	175 E. Reno Ave. #C6 LV NV 89119	702-737-7005

Additional Ownership/Principals

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals - Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the *number of sheets*: _____

CITY OF LAS VEGAS REDEVELOPMENT AGENCY



VIP Disclosure of Ownership/Principals

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Business - Page 2 of 2

Alternative Disclosure of Ownership/Principal

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this certificate in lieu of providing the information set forth on the previous page. A description of such disclosure documents must be included below.

Name of Attached Document _____

Date of Attached Document _____

Number of Pages _____

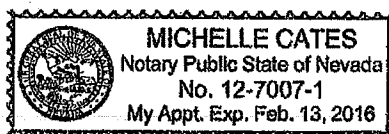
Certification of Disclosure of Ownership/Principal - Business

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete, and accurate.

Signature *Matthew P. Moore*

Date 9-16-2013

State of Nevada
County of Clark



This instrument was acknowledged before me on

Sept. 16, 2013 (date) by

Matthew P. Moore (name of person)

Michelle Cates
Notary Public

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

