alteration to the Property as described in this Section 23.02 or Section 7.01.

23.03 Intentionally Omitted.

23.04 In addition, Tenant acknowledges and agrees that the Property (including the Premises) may be subjected to (i) a condominium or cooperative form of ownership whereby portions of the Property are divided into individual and separately salable units; or (ii) a commercial association, and, in connection therewith, the Property may be subject to certain declaration or similar documents (collectively, a "Declaration"). In such event, this Lease and all rights of Tenant hereunder are and shall be subject and subordinate in all respects to any Declaration and Tenant, upon request of Landlord, shall (i) pay all or any portion of the Additional Rent required to be paid by Tenant under this Lease to such condominium regime(s), cooperative form of ownership or other organization(s) as may be directed by Landlord, and (ii) enter into an amendment of this Lease or supplement to any Declaration as reasonably necessary, in Landlord's sole discretion, to memorialize the subordination of this Lease to such Declaration and reflect that Tenant's pro rata share shall be appropriately adjusted and certain terms used in this Lease (including "Building" and "Property") and other provisions hereof shall be appropriately modified to reflect such change; provided that Landlord shall not agree to any amendment or supplement of any Declaration which would materially increase Tenant's obligations or materially decrease Tenant's rights under this Lease or otherwise materially interfere with Tenant's quiet use and enjoyment of the Premises pursuant to this Lease.

ARTICLE XXIV
SECURITY DEPOSIT

24.01 Simultaneously with Tenant's execution of this Lease, Tenant shall deposit with Landlord the Security Deposit as a security deposit and for Landlord's general account. Landlord shall not be required to maintain such deposits in a separate account and such deposits may be commingled with other funds. Except as may be required by applicable Laws, Tenant shall not be entitled to interest on such Security Deposit. The Security Deposit shall be security for the performance by Tenant of all of Tenant's obligations, covenants, conditions and agreements under this Lease. Within thirty (30) days after the later of: (a) the Expiration Date, or (b) Tenant's vacating the Premises, Landlord shall return such Security Deposit to Tenant, less such portion thereof as Landlord shall have appropriated to satisfy any default under this Lease by Tenant. If there shall be any default under this Lease by Tenant, then Landlord shall have the right, but shall not be obligated, to use, apply or retain all or any portion of the Security Deposit for the payment of any (i) Rent as to which Tenant is in default (including, without limitation, any future Rent damages), or (ii) amount Landlord may spend or become obligated to spend, or for the compensation of Landlord for any losses incurred, by reason of Tenant's default, including, but not limited to, any damage or deficiency arising in connection with the reletting of the Premises. If any portion of the Security Deposit is so used or applied, then within three (3) business days after written notice to Tenant of such use or application, Tenant shall deposit with Landlord cash in an amount sufficient to restore the Security Deposit to its original amount, and Tenant's failure to do so shall constitute a default under this Lease. The use, application or retention of the Security Deposit by Landlord shall not be deemed a limitation on Landlord's recovery in any case, or a waiver by Landlord of any Event of Default, nor shall it prevent Landlord from exercising any other right or remedy for any Event of Default. Notwithstanding the foregoing, in the event of any Transfer under Article IX of this Lease, the Security Deposit shall be deemed to be held by Landlord as a security deposit made by the Transferee and Landlord shall have no obligation or liability with respect to return of such Security Deposit to Tenant.

Provided that Tenant has not been in default of this Lease beyond any applicable notice and cure period at any time prior thereto, effective as of the first day of the third (3rd) Lease Year (the "Security Reduction Date"), the Security Deposit required to be maintained by Tenant under this Article XXIV shall be reduced by the sum of Ten Thousand and 00/100 Dollars ($10,000.00) (the "Partial Security Refund") to the sum of Ten Thousand and 00/100 Dollars ($10,000.00). If Tenant is entitled to a reduction of the Security Deposit in accordance with the provisions of this Section 24.01, then Landlord shall, within thirty (30) days following receipt from Tenant of a demand therefor, refund to Tenant the Partial Security Refund by, at Landlord's election, either issuing a check or credit against the next installment(s) of Rent accruing hereunder from and after the Security Reduction Date.

24.02 If Landlord transfers the Security Deposit to any purchaser or transferee of Landlord's interest in

the Property, then Tenant shall look only to such purchaser or transferee for the return of the Security Deposit, and Landlord shall be released from all liability to Tenant for the return of such Security Deposit.

24.03 Tenant acknowledges that the holder of any Mortgage shall not be liable for the return of any Security Deposit made by Tenant hereunder unless such holder actually receives such Security Deposit.

24.04 If an Event of Default occurs, then, in addition to any and all other rights and remedies available to Landlord, Landlord may require Tenant to deposit with Landlord an additional Security Deposit in an amount equal to three (3) times the amount of the Security Deposit previously deposited with Landlord, which amount shall be in addition to any other Security Deposit previously deposited with Landlord. Any sums so deposited shall be held by Landlord in accordance with this Article XXIV.

ARTICLE XXV
GENERAL PROVISIONS

25.01 Tenant acknowledges that neither Landlord nor any broker, agent or employee of Landlord has made any representations or promises with respect to the Premises or the Property except as herein expressly set forth, and no rights, privileges, easements or licenses are being acquired by Tenant. This Lease contains and embodies the entire agreement of the parties hereto and supersedes all prior agreements, negotiations, letters of intent, proposals, representations, warranties, understandings and discussions between the parties hereto, whether written or oral or displayed by Landlord to Tenant, with respect to the subject matter thereof, and none of the foregoing shall be used to interpret or construe this Lease. Any representation, inducement, warranty, understanding or agreement that is not contained in this Lease, whether written or oral, shall not be of any force or effect (other than Tenant's, and any Guarantor's, representation to Landlord as to its financial condition, which representation(s) is(are) a material inducement to Landlord entering into this Lease). This Lease may not be modified or changed in whole or in part in any manner other than by an instrument in writing duly signed by both parties hereto. Tenant hereby authorizes Landlord to obtain, from time to time during the Lease Term, credit reports on Tenant. Furthermore, Tenant agrees to submit to Landlord such information regarding Tenant's financial condition as Landlord may request from time to time.

25.02 Nothing contained in this Lease shall be construed as creating any relationship between Landlord and Tenant other than that of landlord and tenant.

25.03 Except for the Broker(s) set forth in Section 1.01(w) of this Lease, Landlord and Tenant each warrants to the other that it has not employed or dealt with any broker, agent or finder in connection with this Lease. Landlord has agreed to pay the Broker(s) set forth in Section 1.01(w) of this Lease a commission under the terms of a separate agreement. Tenant shall indemnify and hold Landlord harmless from and against any claim or claims for brokerage or other commissions asserted by any broker, agent or finder employed by Tenant or with whom Tenant has dealt, other than the Broker(s).

25.04 From time to time, upon not less than ten (10) days' prior written notice, Tenant and each subtenant, assignee, licensee, concessionaire or occupant of Tenant shall execute, acknowledge before a notary public, and deliver to Landlord and/or any other Person designated by Landlord, a written statement certifying: (i) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications); (ii) the dates to which the Rent and any other charges hereunder have been paid by Tenant; (iii) whether or not, to the best knowledge of Tenant, Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease, and if so, specifying the nature of such default; (iv) the address to which notices to Tenant are to be sent; (v) that this Lease is subject and subordinate to all Mortgages encumbering the Property; (vi) that Tenant has accepted the Premises and that all work therein has been completed by Landlord (or if such work has not been completed, specifying the incomplete work); (vii) the Delivery Date and the date the initial Lease Term will expire; (viii) that, in the event of any default by Landlord under this Lease, Tenant shall give any holder or prospective holder of any Mortgage written notice of such fact and at least thirty (30) days after receipt of such notice in which to cure such default; and (ix) such other matters as Landlord may request. Any such statement delivered by Tenant may be relied upon by any owner of the Property, any prospective purchaser of the Property, any holder or prospective holder of a Mortgage, any prospective assignee of such holder or any other Person. The failure of Tenant to deliver any such statement in the time and in the manner required by this Section 25.04 shall be deemed to be Tenant's

express acknowledgment that the information set forth in any such statement delivered to Tenant for execution is true, correct and complete and agreed to by Tenant or, if no such statement was delivered in advance for Tenant's approval, that the Lease is unmodified and in full force and effect, that no Event of Default in payment or performance exists and that any default which may exist is waived by Tenant. Tenant acknowledges that time is of the essence to the delivery of such statements and Tenant's failure to deliver timely such statements may cause substantial damages resulting from, for example, delays in obtaining financing secured by the Property. Accordingly, if Tenant fails to timely provide Landlord with such statements (x) such failure shall, at Landlord's election, constitute an automatic Event of Default, in which event Landlord shall be entitled to all rights and remedies available pursuant to Article XIX, and (y) in addition to all remedies for an Event of Default available to Landlord under this Lease, at law or in equity, if such failure shall continue for ten (10) days after notice of such failure shall have been given to Tenant, Tenant shall pay Landlord the amount of One Hundred Fifty and 00/100 Dollars ($150.00) for every day after such 10-day period that Tenant fails to return the same to Landlord.

25.05

(a) WAIVER. TENANT AND GUARANTOR EACH WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY EITHER PARTY IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT HEREUNDER, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM OF INJURY OR DAMAGE. THE FOREGOING WAIVER SHALL BE DEEMED TO INCLUDE, WITHOUT LIMITATION, A WAIVER OF ANY NON-COMPULSORY COUNTERCLAIMS OF ANY NATURE IN ANY SUMMARY PROCEEDING FOR POSSESSION OF THE PREMISES OR IN ANY ACTION BASED UPON NON-PAYMENT OF RENT OR ANY OTHER PAYMENT REQUIRED BY TENANT UNDER THIS LEASE. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE, AND TENANT AND GUARANTOR EACH ACKNOWLEDGES (i) THAT NEITHER LANDLORD, NOR ANY PERSON ACTING ON BEHALF OF LANDLORD, HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OR IN ANY WAY MODIFY ITS EFFECT, AND (ii) THAT EACH HAS READ AND UNDERSTANDS THE MEANING AND RAMIFICATIONS OF THIS WAIVER PROVISION. LANDLORD WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY LANDLORD IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT HEREUNDER, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM OF INJURY OR DAMAGE.

(b) Landlord, Tenant and Guarantor each waives any objection to the venue of any action filed by either party in any court situated in the jurisdiction in which the Property is located, and each party further waives any right, claim or power, under the doctrine of forum non conveniens or otherwise, to transfer any such action filed by any party in any such court to any other court.

25.06 All notices or other communications required hereunder shall be in writing and shall be deemed duly given when delivered in person (with receipt therefor), or when sent by certified or registered mail, return receipt requested, postage prepaid or by overnight courier, to the addresses set forth in Sections 1.01(r) and (s), provided that after the Delivery Date, all notices to Tenant may, at Landlord's option, be sent to the Premises. All notices from Landlord may be given by Landlord or any authorized agent of Landlord. Either party may change its address for the giving of notices by notice given in accordance with this Section 25.06. If Landlord or the holder of any Mortgage notifies Tenant that a copy of each notice to Landlord shall be sent to such holder at a specified address, then no notice to Landlord shall be considered duly given unless such copy is simultaneously given in accordance with this Section 25.06 to such holder. The date of service of notice shall be (i) the date of delivery when delivered in person, (ii) three (3) business days after mailing the notice in the case of certified or registered mail, and (iii) the next business day after notice was sent in the case of delivery by overnight courier. Tenant also agrees that any notice provided for under this Lease from Landlord to Tenant may be given by Landlord's counsel.

25.07 Each provision of this Lease shall be valid and enforced to the fullest extent permitted by applicable Laws. If any provision of this Lease or the application thereof to any Person or circumstance shall to any extent be invalid or unenforceable, then such provision shall be deemed to be replaced by the valid and enforceable provision most substantively similar to such invalid or unenforceable provision, and the remainder of this Lease, or the application of such provision to Persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. This Lease shall not be construed against any party solely

by virtue of the fact that such party or its counsel was primarily responsible for its preparation.

25.08 Feminine, masculine or neuter pronouns shall be substituted for those of another form, and the plural shall be substituted for another number, in any place in which the context may require.

25.09 The provisions of this Lease shall be binding upon, and shall inure to the benefit of, the parties hereto and each of their respective representatives, successors and assigns, subject to the provisions hereof restricting assignment or subletting by Tenant.

25.10 This Lease shall be governed by, and construed in accordance with, the laws of the jurisdiction in which the Property is located, without reference to conflict of laws principles.

25.11 The section headings contained in this Lease are used for convenience only and shall not enlarge or limit the scope or meaning of the various and several sections hereof or otherwise be considered when construing this Lease.

25.12 The submission and negotiation of this Lease shall not be deemed an offer to enter the same by Landlord, but rather the solicitation of such an offer by Tenant. Tenant agrees that its execution of this Lease constitutes an irrevocable, firm offer to enter the same, which may not be withdrawn after delivery to Landlord. During such period and in reliance on the foregoing, Landlord may, at Landlord's option, deposit any Security Deposit and proceed with any alterations or improvements; however, no such actions shall make this Lease binding, and it shall only become binding when fully executed and delivered by Landlord to Tenant.

25.13 Time is of the essence with respect to each of Tenant's obligations under this Lease.

25.14 This Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

25.15 Neither this Lease nor any memorandum or short-form of, or other document evidencing, this Lease shall be recorded. Notwithstanding the foregoing, upon the request of Landlord, Tenant shall execute, in recordable form, a short-form memorandum of this Lease which Landlord may record, at Landlord's expense, in the land records of the jurisdiction in which the Property is located. Any violation of this Section 25.15 by Tenant shall constitute a breach or default of this Lease, and in such event, in addition to all rights and remedies of Landlord, Landlord shall be entitled, at Tenant's sole cost and expense, to take those steps necessary to remove the Lease and/or any memorandum or short-form of, or other document evidencing, this Lease from record and Tenant shall be required to cooperate with Landlord in such efforts, including executing documentation releasing same from record. Tenant shall be responsible for any transfer tax or lease tax arising from Tenant's recordation or filing of this Lease or any memorandum or short-form of, or other document evidencing, this Lease and shall pay Landlord such amounts within thirty (30) days after request therefor. The obligations of Tenant under this Section 25.15 shall survive the Expiration Date.

25.16 The deletion of any printed, typed or other portion of this Lease shall not evidence an intention to contradict such deleted portion. Such deleted portion shall be deemed not to have been inserted in this Lease.

25.17 If Landlord or Tenant institutes any action against the other in connection with the enforcement of their respective rights under this Lease, the violation of any term of this Lease, the declaration of their rights hereunder, or the protection of Landlord's or Tenant's interests under this Lease, the non-prevailing party shall reimburse the prevailing party for its reasonable expenses incurred as a result thereof including, without limitation, court costs, attorneys' fees, para-professionals' fees and expert fees without regard to the applicability of any fee-limiting statute and whether such fees and expenses are incurred before, during or after any trial, re-trial, re-hearing, mediation or arbitration, administrative proceedings, or bankruptcy or insolvency proceedings, and irrespective of whether the prevailing party would have been entitled to such fees and expenses under applicable Laws in the absence of this Section. This shall include reasonable attorneys' fees and costs incurred in connection with any appeal arising out of or related to this Lease or the Premises, and in any post-judgment proceedings to collect or enforce any judgment. The term "prevailing party" shall also include the other party hereto when the party bringing such action or proceeding dismisses the action or proceeding, either with or without prejudice, unless pursuant to a written settlement agreement among the parties hereto determining the allocation

of attorneys' fees and costs. Further, if either Landlord or Tenant is deemed the prevailing party in any action against the other based upon the successful assertion of an affirmative defense that arises out of or relates to this Lease, and attorneys' fees would otherwise not be recoverable based upon the scope of the attorneys' fees provision set forth in the preceding sentence, the non-prevailing party shall reimburse the prevailing party for its reasonable expenses incurred as a result thereof including, without limitation, court costs, attorneys' fees, para-professionals' fees and expert fees without regard to the applicability of any fee-limiting statute and whether such fees and expenses are incurred before, during or after any trial, re-trial, re-hearing, mediation or arbitration, administrative proceedings, appeals or bankruptcy or insolvency proceedings, and irrespective of whether the prevailing party would have been entitled to such fees and expenses under applicable Laws in the absence of this Section. In addition to the foregoing, if (i) Landlord files any action for collection of Rent or any eviction proceedings, whether summary or otherwise, for the non-payment of Rent, and Tenant pays such Rent prior to the rendering of any judgment, or (ii) as a result of any default hereunder on the part of Tenant, Landlord engages the services of an attorney to enforce compliance by Tenant with any of the terms, conditions and obligations hereof, Tenant shall reimburse Landlord for any and all reasonable legal fees and expenses, including all court filing fees, costs of investigation and discovery, incurred by Landlord as a result thereof upon demand.

Without limiting the provisions of the preceding paragraph of this Section 25.17, if either party hereto seeks relief under any chapter of the bankruptcy code, as the same may exist from time to time, the non-debtor party is entitled to recover from the debtor party its attorneys' fees and costs incurred in connection with such bankruptcy proceedings, including attorneys' fees and costs incurred in connection with any motions to fix the time within which the debtor party may assume or reject unexpired leases, any motions to assume or reject unexpired leases or executory contracts, any motions for adequate protection, any motions to sell property of the estate or to borrow money, any motions for the appointment of an examiner or trustee, any motions to dismiss the bankruptcy case or to convert the case to a case under another chapter of the bankruptcy code, any confirmation of a plan of reorganization, any meeting with the debtor party and/or any creditor or other interested party, or any other meeting, hearing or proceeding reasonably necessary to protect the interests of the non-debtor party in connection with the bankruptcy case or the enforcement of its rights outside of the bankruptcy case.

25.18 Any liability of Tenant to Landlord existing hereunder as of the Expiration Date shall survive the Expiration Date. All indemnity obligations under this Lease shall likewise survive the Expiration Date.

25.19 If either party hereto shall be delayed or hindered in or prevented from the performance of any non-monetary act by Force Majeure (as defined below), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section 25.19 shall not operate to excuse Tenant from the prompt payment of Rent or any other payments required by the terms of this Lease and shall not operate to delay or extend the Lease Term. "Force Majeure" means a material delay beyond the reasonable control of the delayed party caused by labor strikes, lock-outs, industry-wide inability to procure materials, extraordinary restrictive governmental laws or regulations (such as gas rationing), mass riots, war, military power, terrorist acts, sabotage, material fire or other material casualty, Severe Weather (as defined below), or an extraordinary and material act of God (such as a tornado or earthquake), but excludes inadequacy of insurance proceeds, litigation or other disputes, financial inability, lack of suitable financing, delays of the delayed party's contractor and failure to obtain approvals or permits unless otherwise caused by an event of Force Majeure. Delays or failures to perform resulting from lack of funds shall not be deemed delays beyond the reasonable control of a party. Strikes, walkouts or other labor troubles by Tenant and/or any of the Tenant Parties shall not constitute an event of Tenant Force Majeure. "Severe Weather" means weather that a reasonable person would find unusual and unanticipated at the time of the scheduling of the activity based on recent weather patterns for the period in question in the vicinity of the Premises, provided that the delayed party delivers to the other party, upon request, reasonable documentation from an unbiased weather authority substantiating such claim.

25.20 Tenant shall not disclose the terms of this Lease to any third Person without Landlord's prior written consent.

25.21 If the Property is not fully constructed as of the date hereof, and if Landlord is unable to obtain financing or is otherwise unable to fully construct the Property, then Landlord shall have the right to terminate this Lease upon at least thirty (30) days' prior written notice to Tenant. Upon such termination, neither party shall have any liability to the other, except for any sums which may have become due and owing pursuant to the terms

of this Lease.

25.22 The person executing and delivering this Lease on Tenant's behalf warrants that s/he is duly authorized to so act. If Tenant is not an individual, the individual(s) executing this Lease on behalf of Tenant hereby covenant(s) and warrant(s) that Tenant is duly formed, validly existing, qualified to do business and in good standing in both the state of Tenant's formation and the state in which the Property is located, and such person(s) is(are) duly authorized by Tenant to execute and deliver this Lease on behalf of Tenant. Tenant shall remain qualified to do business and in good standing in said states throughout the Term.

25.23 Tenant certifies that: (i) neither it nor its officers, directors or controlling owners is acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order, the United States Department of Justice, or the United States Treasury Department as a terrorist, "Specially Designated National or Blocked Person" or other banned or blocked person, entity, nation, or transaction pursuant to any Laws, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control ("SDN"); (ii) neither it nor its officers, directors or controlling owners is engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation; and (iii) neither it nor its officers, directors or controlling owners is in violation of Presidential Executive Order 13224, the USA Patriot Act, the Bank Secrecy Act, the Money Laundering Control Act or any regulations promulgated pursuant thereto. Tenant hereby agrees to defend, indemnify, and hold harmless Landlord's Indemnitees, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable counsel fees and costs) arising from or related to any breach of the foregoing certification. Should Tenant, during the term of the Lease, be designated an SDN, Landlord may, at its sole option, terminate the Lease.

25.24 Except as otherwise expressly set forth in this Lease, any discretionary action or decision or approval or consent requested or required of Landlord under this Lease may be made, granted or denied by Landlord in its sole, absolute and unfettered discretion. Notwithstanding anything to the contrary contained in this Lease, if in this Lease it is provided that Landlord's consent or approval as to any matter will not be unreasonably withheld, conditioned and/or delayed, and it is established by a court or body having final jurisdiction thereover that Landlord has been unreasonable, Tenant's sole and exclusive remedy shall be to obtain equitable relief deeming that Landlord has given its consent or approval to the particular matter and Tenant hereby expressly waives all other remedies, including, without limitation, any claim for money damages incurred by Tenant by reason of Landlord having withheld its consent. Nothing contained in this paragraph shall be deemed to limit Landlord's right to give or withhold consent unless such limitation is expressly contained in the paragraph to which such consent pertains.

25.25 The Exhibits attached hereto (or contemplated to be completed and attached to this Lease within the time periods specified in this Lease) are hereby made a part of this Lease as fully as if set forth in the text of this Lease. Any site plans or tenant lists set forth in this Lease or in Exhibits to this Lease (including, without limitation, any notations and designations which may be found thereon) are not intended, in any way, to define, limit or otherwise alter the intent or scope of this Lease or constitute a representation or warranty by, or on behalf of, Landlord or Landlord's Indemnitees (a) as to the past, current or future layout of the Property, or (b) as to the past, existing or future tenants or occupants in the Property. Furthermore, Tenant expressly understands and agrees that EXHIBIT A depicts land and/or buildings located thereon, outside of the Premises, that may or may not be part of the Property and may or may not be designated as such (for example, the designation "O.B.O.", if designated thereon, means owned by others). Any defined terms used in any of the Exhibits and not defined in such Exhibit shall have the meaning attributed to such defined term as set forth in this Lease.

25.26 In connection with (x) any initiative by Landlord to achieve certification for all or any portion of the Property under LEED standards, an "Energy Star" rating, or any other similar certification and rating and/or to achieve sustainability objectives, including participation with the Global Real Estate Sustainability Benchmark ("GRESB") survey and any similar initiative, and (y) Landlord's sustainability operating practices for the Property, if any, Tenant agrees: (a) to provide such information in Tenant's possession or control regarding Tenant's operation that is useful to support Landlord's certification or rating initiative or operating practices for the Property, which may include, without limitation, information regarding energy consumption at or from the Premises such as bills or energy consumption reports, which in any case, Tenant has available; and (b) at Landlord's request but at no additional out-of-pocket cost to Tenant, to fully cooperate with Landlord and other tenants in the Property in

implementing environmentally responsible operating practices for the Property, which may include compliance with Landlord's rules, regulations and procedures which are now or in the future instituted by Landlord in order for Landlord to adequately operate the Property in a manner which would allow Landlord to maintain such LEED certification and/or achieve such sustainability objectives, in Landlord's sole and absolute discretion, including, but not limited to, any rules, regulations and procedures concerning lighting, water usage, HVAC design criteria and waste management.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease Agreement as of the date first above written.

WITNESS:

LANDLORD:

GRI CASAS ADOBES, LLC,
a Delaware limited liability company

By: Global Retail Investors, LLC,
a Delaware limited liability company,
its Sole Member

By: First Washington Realty, Inc.
a Maryland corporation,
its Manager

By: _____ [SEAL]
Jeffrey S. Distenfeld
Executive Vice President

_____
Name:

ATTEST/WITNESS:

TENANT:

1922 CASA LLC, an Arizona limited liability company

Leonard Levine
Name: _____

By: _____ [SEAL]
Name: Raymond G. Flores
Title: Member

Leonard Levine
Name: _____

By: _____ [SEAL]
Name: Carlotta M. Flores
Title: Member

LEONARD LEVINE
Notary Public - Arizona
Pima County
My Commission Expires
June 29, 2019

ACCESS POINT

EXHIBIT A

SITE PLAN

THIS SITE PLAN IS INTENDED SOLELY AS AN APPROXIMATE DEPICTION OF THE GENERAL LAYOUT OF THE PROPERTY, AND THE APPROXIMATE SIZE, CONFIGURATION AND LOCATION OF THE PREMISES WITHIN THE PROPERTY. TENANT ACKNOWLEDGES THAT THE PRECISE SIZE, CONFIGURATION AND/OR LOCATION OF THE PREMISES AND/OR THE BUILDINGS AND OTHER IMPROVEMENTS COMPRISING THE PROPERTY, INCLUDING ACCESS POINTS, PARKING AREAS, EXISTING TENANT LOCATIONS AND IDENTITIES, DRIVEWAYS AND THE LIKE, MAY VARY FROM THAT DEPICTED ON THE ATTACHED SITE PLAN AND TENANT WAIVES ALL OBJECTIONS AND CLAIMS WITH RESPECT THERETO AND ACCEPTS THE PREMISES, THE PROPERTY AND THE BUILDINGS AND OTHER IMPROVEMENTS THAT COMPRISE THE PROPERTY, INCLUDING ACCESS POINTS, LANDSCAPING, PARKING AREAS, DRIVEWAYS AND THE LIKE, IN THEIR ACTUAL EXISTING CONDITION, AS SAME MAY BE ALTERED OR MODIFIED FROM TIME TO TIME IN ACCORDANCE WITH THE TERMS OF THE LEASE. MOREOVER, NO REPRESENTATIONS ARE MADE BY LANDLORD AS TO OCCUPANCY, TYPES OF BUSINESS, AND/OR THE EXISTENCE OR CONTINUITY OF ANY OF THE TENANTS SHOWN THEREON. UNIT NUMBERS AS INDICATED ARE NOT NECESSARILY THE ACTUAL SUITE OR STORE NUMBERS AND ARE INTENDED FOR USE AS A REFERENCE ONLY.

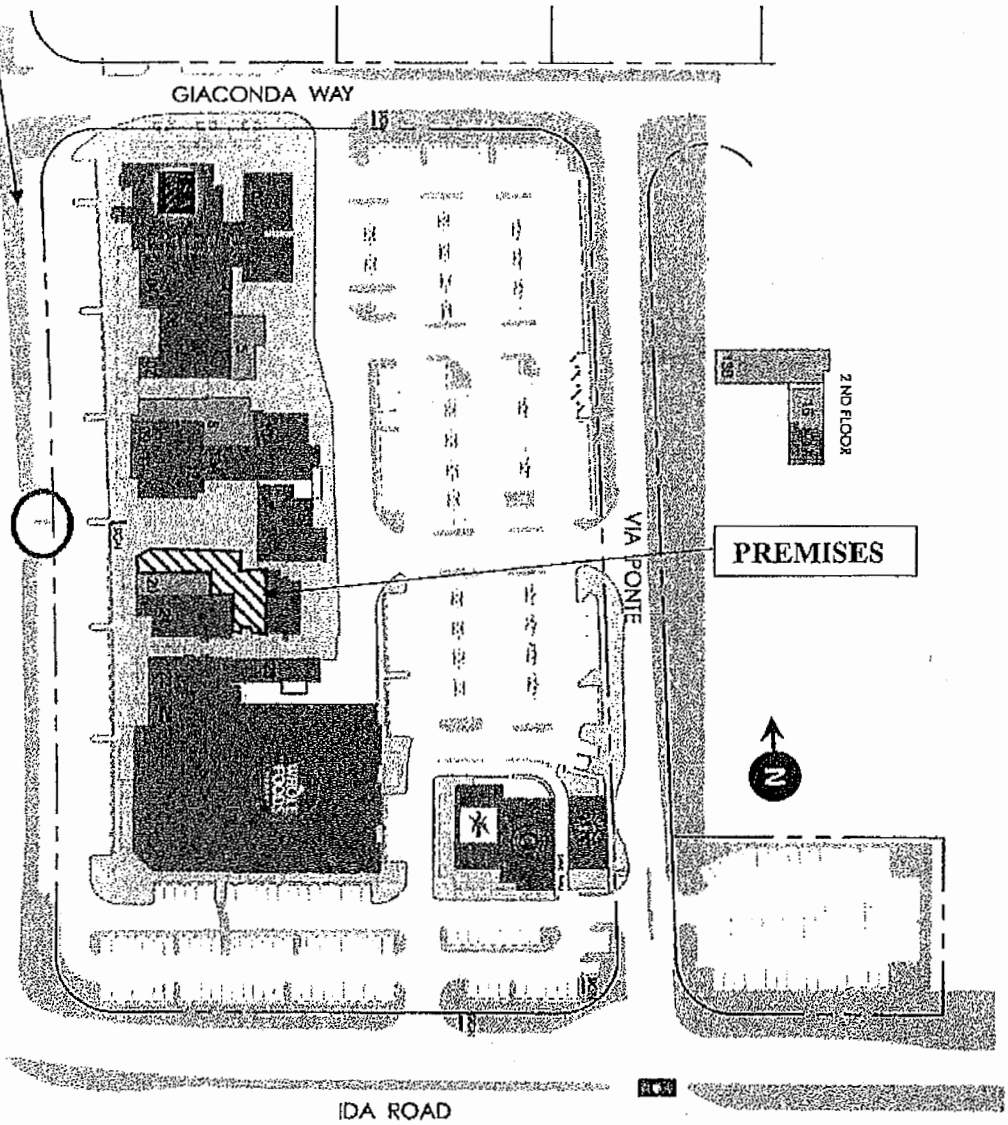
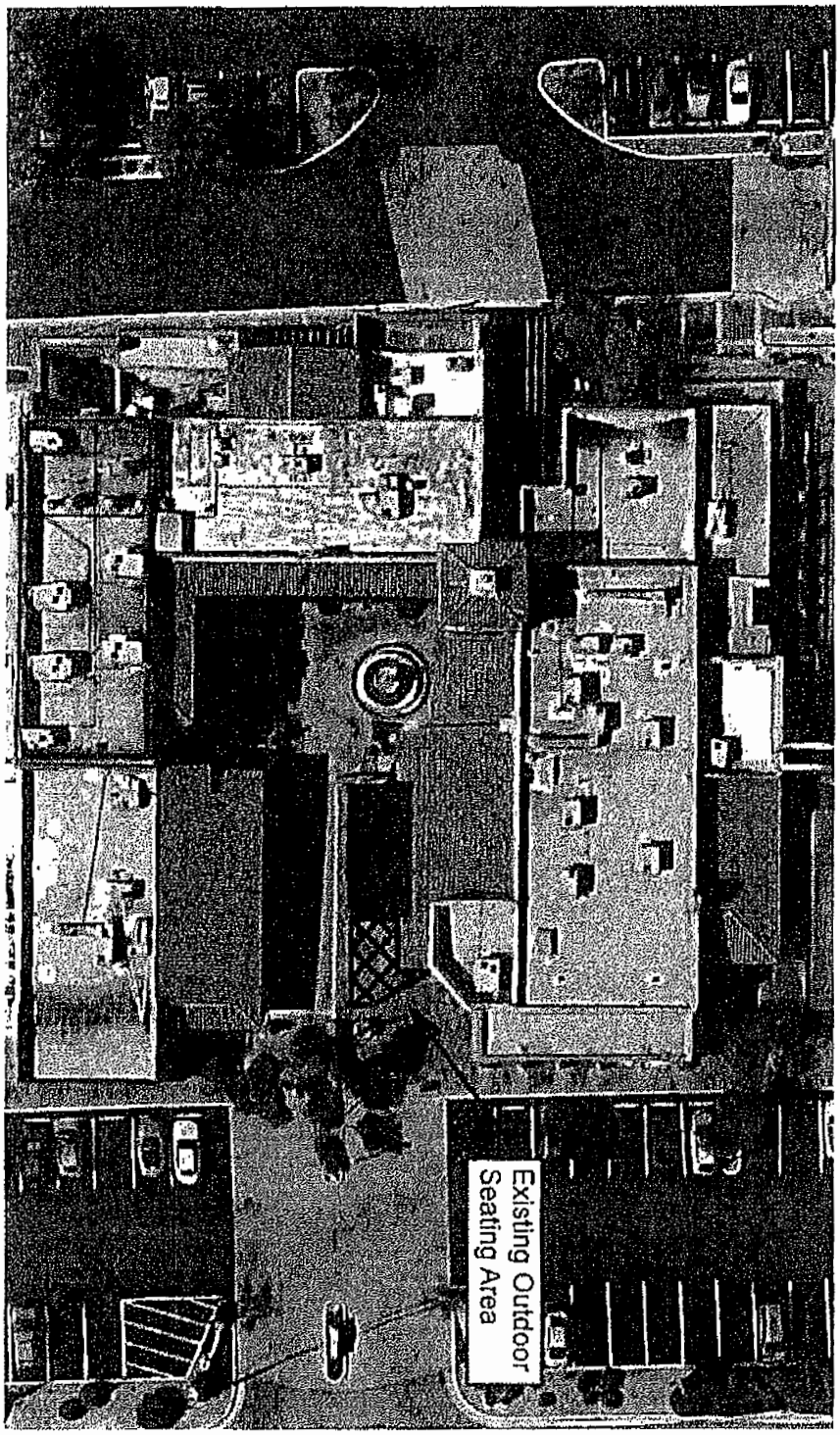


EXHIBIT A-1

OUTDOOR SEATING AREAS
(Page 1 of 2)



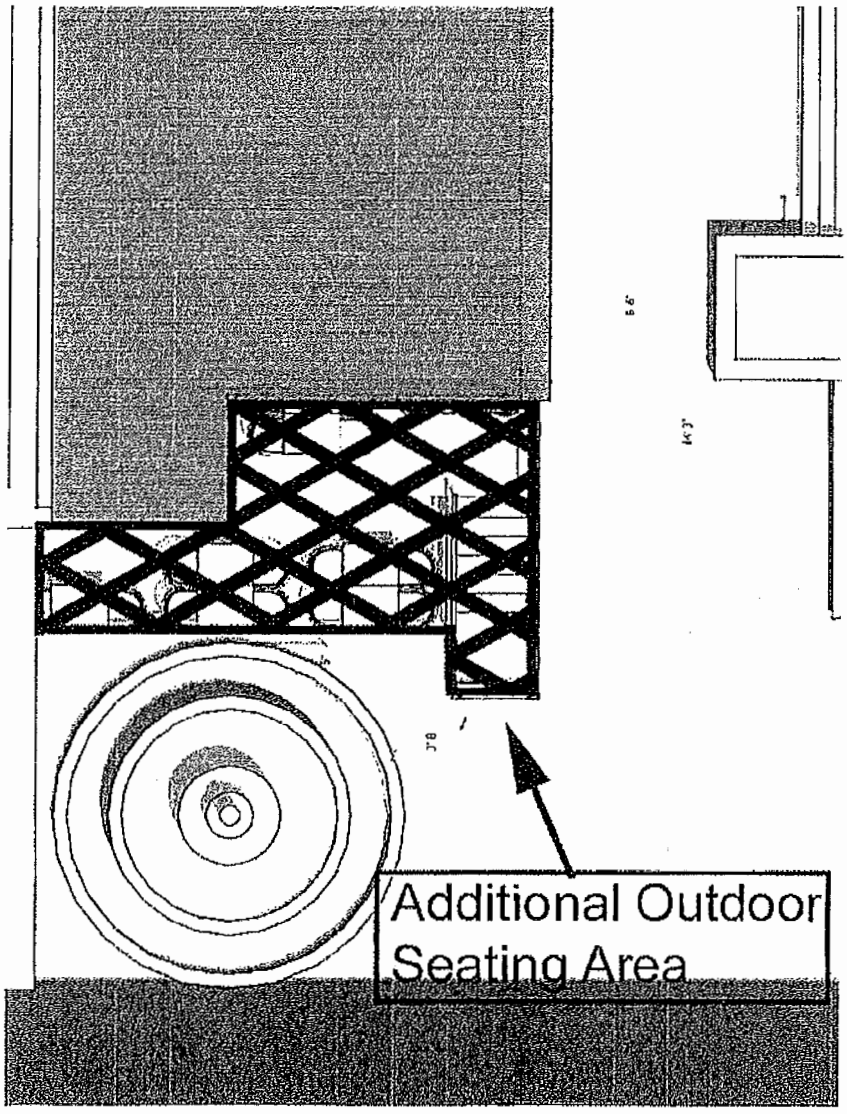
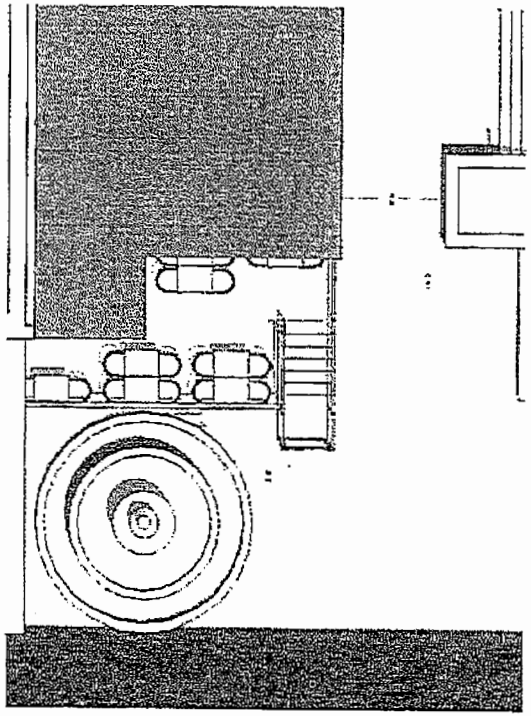

Additional Outdoor
Seating Area

EXHIBIT A-2

THE ADDITIONAL OUTDOOR SEATING AREA CONCEPTUAL PLANS

[See Attached]

EXHIBIT A-2



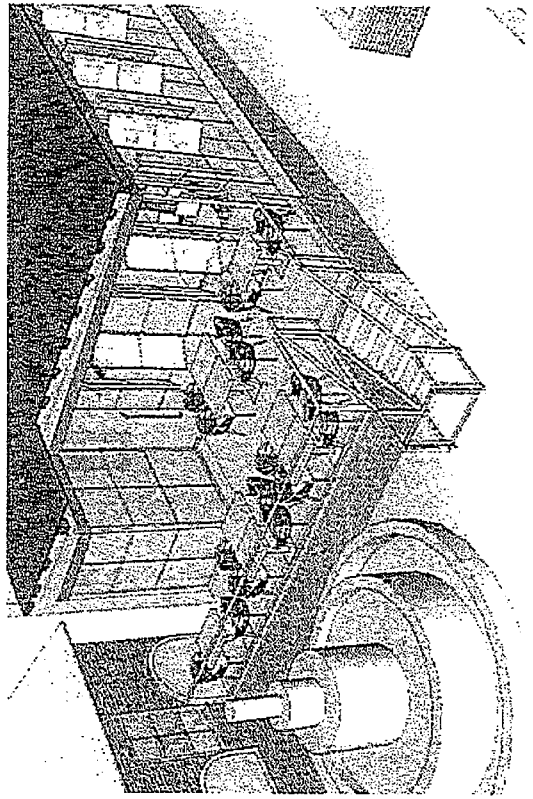


EXHIBIT A-3

VALET STATION

EXHIBIT B

WORK AGREEMENT

1. Landlord's Work. Landlord shall perform the following work in the Premises, which work is referred to herein as "Landlord's Work":

(a) Any work necessary to deliver the HVAC unit(s) and electrical system exclusively serving the Premises and the plumbing line from the main line connection up to the point it enters the Premises (collectively, the "Systems") in working order on the Delivery Date ("Landlord's Work"); provided, however, in the event Tenant does not inform Landlord in writing within ten (10) days after the Delivery Date that any of the Systems is not in working order, then except as otherwise expressly set forth in Section 5 of the First Addendum, Landlord shall have no responsibility under this EXHIBIT B for any repairs to any of the Systems and Tenant shall make any repairs, replacements and maintenance to the Systems as may be required pursuant to Article X and/or any other applicable provisions of the Lease, at Tenant's sole cost and expense; and

(b) Install a four (4) ton building standard, new heat pump condenser to exclusively serve the Premises (the "Condenser Unit"), with exact specifications, and in an exact location on the roof of the building in which the Premises are located, determined by Landlord in its sole discretion, with distribution by Tenant.

Without limiting the generality of the foregoing and at no out-of-pocket expense to Tenant, Landlord will deliver to Tenant an air pressure report, which includes test results and is prepared by Achilles or another licensed and qualified HVAC contractor, with respect to the Existing HVAC System and the kitchen equipment serving the Premises and located therein as of the Delivery Date (the "Air Report") no later than thirty (30) days after the Effective Date. The Air Report shall confirm that as of the date the tests thereunder are performed, the air flow within the Premises is balanced to a commercially reasonable degree, but in no event shall such air flow be required to exceed the specific percentage range to which it is was designed based on the equipment therein, and otherwise satisfies any applicable requirements of Governmental Authorities. Furthermore, upon delivery of such Air Report to Tenant, Landlord shall have no further obligations under this Lease with respect to the air flow and/or balancing thereof within the Premises. If there is any element of Landlord's Work, which requires Tenant to provide information or a particular location, then Tenant shall provide the same within three (3) business days after Landlord's request therefor. If Tenant fails to provide such information or location within such time period, Landlord may assume a particular response from Tenant in Landlord's sole and absolute discretion, Tenant thereby waiving any right to later provide such information or location and have the same included in Landlord's Work. The foregoing shall not be deemed by implication or otherwise to expand what constitutes Landlord's Work (it being understood and agreed that nothing contained in this Lease shall require Landlord to approve any requests by or on behalf of Tenant for changes or additions to Landlord's Work).

2. Tenant's Work.

(a) Except for those items specifically set forth above as Landlord's Work, Tenant, at Tenant's sole cost and expense, shall furnish and install all Alterations, equipment and fixtures to the Premises necessary in order to prepare the Premises for the opening and continued operation of the Permitted Use in Premises and to render the Premises in compliance with all applicable Laws and a first class, modern and attractive condition (collectively, "Tenant's Work"). Tenant shall, at its sole cost and expense, provide Landlord, for Landlord's approval, which may be granted or withheld in Landlord's sole and absolute discretion, two (2) copies of plans and specifications showing in reasonable detail any and all interior and/or exterior Alterations that Tenant initially proposes to make to the Premises, including initial signage for the Premises (collectively, the "Tenant's Plans"), on or before the Tenant's Plans Due Date. Tenant shall submit to Landlord any subsequent revisions to Tenant's Plans required by Landlord within seven (7) days of request therefor. If Tenant shall fail to deliver to Landlord (i) Tenant's Plans on or before Tenant's Plans Due Date, or (ii) any subsequent revisions to Tenant's Plans required by Landlord within seven (7) days of request therefor, such failure shall constitute an Event of Default under this Lease and, in addition to any remedies available at law or in equity or under this Lease, the number of days set forth in Section 1.01(f) of this Lease in order to determine the Rent Commencement Date shall be reduced by one (1) day for each day after the Tenant's Plans Due Date that Tenant fails to deliver Tenant's Plans

to Landlord. Further, if Tenant has not delivered Tenant's Plans to Landlord within thirty (30) days after the Tenant's Plans Due Date, then any Landlord's Work as set forth in this EXHIBIT B shall be null and void and Tenant shall be obligated to accept delivery of the Premises in **"AS IS"** condition as of the Delivery Date. Tenant's Plans shall be prepared such that Tenant's Work (as shown in Tenant's Plans), if completed in accordance with Tenant's Plans, shall be in accordance with all applicable Laws. Tenant's Plans shall also be in accordance with all requirements of all applicable governmental authorities for submissions to obtain a building permit. Tenant shall reimburse Landlord for the reasonable costs and expenses of outside consultants incurred by Landlord in reviewing, approving and/or coordinating Tenant's Plans. Tenant shall not commence any work in the Premises prior to obtaining Landlord's written approval of Tenant's Plans. For purposes of this Lease, the term "Tenant's Approved Plans" shall mean the version of Tenant's Plans approved by Landlord. There shall be no changes to Tenant's Approved Plans, unless Landlord approves the changes in writing.

(b) Within five (5) business days following the date upon which Tenant has received Landlord's approval of Tenant's Plans, Tenant shall apply for all appropriate building permits required by any Governmental Authorities. When the building permit is issued, Tenant shall promptly give a copy of the permit to Landlord. Tenant shall commence construction of Tenant's Work in the Premises not later than five (5) days after whichever of the following shall be the later to occur: (i) the date of receipt by Tenant of Landlord's approval of Tenant's Plans; (ii) the date of issuance of all appropriate building permits; and (iii) the Delivery Date. Tenant shall provide to Landlord a copy of Tenant's insurance certificate covering all the insurance required to be obtained and maintained by Tenant under this Lease prior to the date of commencement of Tenant's Work and Tenant shall diligently pursue to completion all of Tenant's Work. At the completion of Tenant's Work, Tenant shall deliver to Landlord a copy of its certificate of occupancy, non-residential use permit, or local equivalent thereof, required by applicable Laws to operate the Premises for the Permitted Use ("Certificate of Occupancy").

(c) All Tenant's Work performed by Tenant in the Premises shall be (i) performed at Tenant's sole cost and expense, (ii) in strict accordance with Tenant's Approved Plans, (iii) in compliance with Article XI of the Lease, (iv) pursued diligently and in good faith to completion, and (v) performed in a manner as to not to interfere with the business or operations of Landlord or any other occupant of the Property. Tenant's contractors must (x) be licensed and unless carried by Tenant, carry at a minimum the insurance required under EXHIBIT B-2, and (y) provide Tenant with one hundred percent (100%) labor and materials payment bond and a one hundred percent (100%) performance bond.

3. Construction Rules and Regulations. All of Tenant's Work shall be performed in compliance with the Construction Rules and Regulations set forth in EXHIBIT B-1, as the same may be amended or modified from time to time in Landlord's sole discretion.

4. Modifications. Within thirty (30) days after completion of construction of Tenant's Work or any Alterations, Tenant shall promptly deliver to Landlord Tenant's Approved Plans showing any field modifications thereto.

5. Tenant Delay. The term "Tenant Delay" shall mean any default, unauthorized act, omission or negligence of Tenant or any of its employees, agents, architects, contractors, suppliers or invitees, including, without limitation, any failure by Tenant or its employees, agents, architects, contractors, suppliers or invitees to comply with any applicable Laws, timely submit Tenant's Plans or any revisions thereto to Landlord, timely submit to Landlord evidence of the insurance required under Section 14.02 of this Lease, and/or satisfy any other conditions to the delivery of the Premises to Tenant (it being understood and agreed that Landlord shall have no obligation to deliver the Premises to Tenant while Tenant is in default) and/or, if applicable and approved by Landlord, Tenant's request for substitutions, revisions, additions or changed materials, work or installations with respect to Landlord's Work (it being understood and agreed that nothing herein shall require Landlord to approve any such requests for changes or additions to Landlord's Work).

6. Tenant Fit Out Recommendations. Tenant is encouraged to follow Landlord's Tenant Fit Out Recommendations (available upon request) for any Alterations, which include a renovation project. Tenant is encouraged to use commercially reasonable efforts to (i) purchase products with recycled content and low VOC content, and (ii) install energy and water efficient systems and recycle construction waste. The term "VOC" means Volatile Organic Compounds (i.e., organic chemicals that have a high vapor pressure at ordinary room temperate and can lead to adverse health effects when inhaled).

7. Allowance for Additional Outdoor Seating Area.

Landlord agrees that, in consideration of Tenant's agreement to perform certain Permanent Leasehold Improvements (as defined below) as part of Tenant's Work with respect to the Additional Outdoor Seating Area (as defined in the First Addendum), in accordance with, and subject to, the requirements of this Lease, including, without limitation, this EXHIBIT B, it shall reimburse Tenant up to the amount of Eighteen Thousand Seven Hundred Fifteen 00/100 Dollars ($18,715.00) ("Tenant Allowance") for the out-of-pocket costs and expenses incurred by Tenant and paid to bona-fide third parties for any Permanent Leasehold Improvements, as verified by the information provided to Landlord pursuant to this Section 7. Provided Tenant is not then in default under any of the terms and conditions of the Lease and there exists no act, omission or event which, with notice and the passage of time, or both, would constitute a default on the part of Tenant under this Lease, the applicable portion of the Tenant Allowance shall be paid to Tenant within thirty (30) business days after the last of the following occurs: (i) Tenant or its general contractor certifies in writing to Landlord that one hundred percent (100%) of Tenant's Work is completed and one hundred percent (100%) of Tenant's Work is actually completed; (ii) Tenant has delivered to Landlord statutorily conforming, original, executed, unconditional final lien waivers from each of Tenant's contractors, their subcontractors, suppliers, laborers and/or materialmen who performed work or furnished materials or supplies for, or in connection with, Tenant's Work (collectively, "Tenant's Work Contractors") and such other evidence as Landlord may reasonably request to evidence that no liens can arise from Tenant's Work; (iii) Tenant or its general contractor has delivered to Landlord an affidavit (in form reasonably acceptable to Landlord) specifying: (a) the names of all of Tenant's Work Contractors, and (b) that all of Tenant's Work Contractors have been paid in full for the labor, services, goods and materials provided or supplied to the Premises as of the date of the affidavit; (iv) Tenant has obtained a Certificate of Occupancy (as defined in this EXHIBIT B) and the Liquor License and delivered a copy of each of the foregoing to Landlord; (v) Tenant has delivered to Landlord written receipts, invoices or other documentation evidencing Tenant's costs and expenses incurred in performing any Permanent Leasehold Improvements and any other Tenant's Work; (vi) Landlord has received a copy of Tenant's "as-built" plans depicting the Premises with Tenant's Work completed and certified to be true and correct by both Tenant and Tenant's general contractor; (vii) Tenant is open for business in the Premises and operating in compliance with the terms of this Lease; and (viii) Tenant has paid the first month's installment of Rent and is otherwise current. It is expressly understood and agreed that if the amount of the Tenant Allowance is less than the cost of Tenant's Work, then Tenant shall remain solely responsible for the payment and completion of, and in all events shall complete, at its sole cost and expense, Tenant's Work. Any portion of the Tenant Allowance not required to be disbursed hereunder shall be retained by Landlord. Notwithstanding anything to the contrary contained herein, if all of the conditions set forth above have not been satisfied within one hundred eighty (180) days after the Rent Commencement Date, Tenant shall be deemed to have forfeited the right to any unpaid portion of the Tenant Allowance, and Landlord's obligation to pay any unpaid balance of the Tenant Allowance to Tenant as set forth herein shall be deemed null and void and of no further force or effect. Before paying any amount of the Tenant Allowance due to Tenant pursuant hereto, Landlord may set off against it any amount owed by Tenant in connection with this Lease. The term "Permanent Leasehold Improvements" shall be defined as the labor and materials used by Tenant to construct permanent leasehold improvements to the Additional Outdoor Seating Area as part of Tenant's Work in compliance with this Lease (it being understood and agreed that the Tenant Allowance shall not be applicable to any Tenant's Work to the Premises). Without limitation, for purposes of this Section 7, Permanent Leasehold Improvements shall be deemed not to include, and the Tenant Allowance shall not be applied to, and shall specifically exclude the cost of interest, late charges, professional fees, and labor and materials for the following areas of Tenant's Work (to the extent the same are included in scope of Tenant's Work): removable furniture, trade fixtures and equipment (e.g., removable shelving, computer equipment such as point of sale equipment and other computer equipment such as monitors, and removable restaurant equipment such as ovens and stoves); inventory; moving or relocation; any type of utility deposits; gift certificates; televisions or television equipment; telecommunications lines, telephones or telephone equipment; satellite dishes or satellite dish equipment; office supplies; mileage; food and/or entertainment; uniforms; security system; and signage. Landlord, at its sole option, hereby retains the right to either (a) withhold from the Tenant Allowance an amount equal to the total monies due to any Tenant's Work Contractors, or (b) issue two-party checks to Tenant and any Tenant's Work Contractors to whom Tenant owes funds. Under no circumstances shall this Lease be construed to confer upon any third person or third-party entity any right or cause of action against the Landlord or Tenant, including, but not limited to, any Tenant's Work Contractors. If Tenant breaches or defaults under any of the terms and provisions of this Lease during the Lease Term and this Lease is terminated as a result thereof, then in addition to all other remedies of Landlord set forth in this Lease or at law or in equity, Landlord may recover the then unamortized portion of the Tenant Allowance.

Such amortization shall be made on a straight-line basis over the initial Lease Term. Landlord and Tenant specifically intend the recovery of the Tenant Allowance pursuant to the preceding sentence shall not be limited or impaired by any provision of the Bankruptcy Code. The foregoing shall be deemed to be a financial accommodation of the type referenced in 11 USC §365(c)(2) and a material and substantial part of this Lease transaction, as amended.

EXHIBIT B-1

CONSTRUCTION RULES AND REGULATIONS

The following Construction Rules and Regulations have been formulated for the safety and well-being of all tenants of the Property. Strict adherence to these Construction Rules and Regulations is necessary to guarantee that every tenant will enjoy a safe and undisturbed occupancy of their premises. Any violation of these Construction Rules and Regulations shall constitute a default by Tenant under the Lease.

(a) Landlord and Tenant shall each designate an authorized agent to be the main point of contact for all Alterations (which, for purposes of these Construction Rules and Regulations, shall mean and include Tenant's Work) and construction related activities in the Premises. Landlord's authorized agent is Katie Shelton whose email is kshelton@venturewest.com ("Landlord's Authorized Agent"). Tenant's authorized agent is [_____] whose email is [_____] ("Tenant's Authorized Agent"). Either party may change its authorized agent upon written notice to the other.

(b) Prior to commencing any construction activities in, or Alterations to, the Premises, Tenant's Authorized Agent and general contractor shall meet with Landlord's Authorized Agent to review these Construction Rules and Regulations. At such meeting, Tenant shall provide copies of all permits, proof of all insurance coverages required pursuant to the terms of this Lease, the names, addresses, and phone numbers of all contractors and subcontractors who will be performing work in the Premises, together with copies of their respective licenses and a construction schedule. Tenant shall not be permitted to perform any work in the Premises unless and until Tenant's Authorized Agent and general contractor meet with Landlord and provide the information required pursuant to this subparagraph (b). Landlord shall have the right to establish regular progress meetings on such days and at such times as Landlord deems reasonably necessary and Tenant shall cause Tenant's Authorized Agent and general contractor to attend all such meetings.

(c) Tenant shall cause any general contractor performing any Alterations to the Premises to deliver to Landlord a construction deposit equal to Two Thousand Five Hundred and 00/100 Dollars ($2,500.00) prior to commencing any such Alterations to the Premises. Said construction deposit shall be held by Landlord until completion of the applicable Alterations and Landlord shall have the right to apply said construction deposit to cure any damage caused by Tenant or Tenant's contractors during their performance of said Alterations.

(d) Tenant shall conduct its labor relations and its relations with its employees and agents in such a manner as to avoid all strikes, picketing and boycotts of, on, or about the Premises and the Property. If, during the period of initial Alterations, or during any subsequent Alterations, any of Tenant's employees, or agents strike, or if picket lines or boycotts or other visible activities objectionable to Landlord are established or conducted or carried out against Tenant or its employees or agents on or about the Premises or the Property, Tenant shall immediately close the Premises to the public and remove all employees therefrom until the dispute giving rise to such strike, picket line, boycott, or objectionable activity has been settled to Landlord's reasonable satisfaction.

(e) Tenant's general contractor must provide Landlord's Authorized Agent with a minimum of forty-eight (48) hours' prior written notice (which may be given via e-mail) of its intent to commence Alterations to the Premises. Tenant's general contractor or superintendent must be on-site at the Premises at all times while Alterations are being performed in the Premises. Tenant's general contractor shall inform all subcontractors of these Construction Rules and Regulations.

(f) The following work must be coordinated with Landlord's Authorized Agent at least forty-eight (48) hours in advance of such work being performed by Tenant:

1. All work to be performed on the roof of the Building. Tenant is expressly forbidden from using ladders to access the roof and instead, all access to the roof must be coordinated with Landlord's Authorized Agent.
2. Any structural modifications to the Premises must be approved by Landlord's structural engineer.
3. Sprinkler work requiring system drain-down and/or hydro testing.
4. Any large or bulk deliveries that may require special access to the Premises. Loading of

materials or the installation of heavy objects shall not exceed the design load of the floor system in the Premises.

5. Any work that has the potential to disrupt the Property utility systems. Tenant acknowledges and agrees that Landlord shall have the right to require that such work be performed during very early or late hours.
6. Access and work in any shared utility rooms.
7. Any hot work such as welding, cutting, soldering or any work that may have an impact on the Property's fire alarm system.

(g) Tenant's general contractor shall provide, at Tenant's sole cost and expense, dumpsters for the removal of garbage and debris created during the course of any construction in the Premises. Landlord's Authorized Agent shall have the right to determine where such dumpster is located. Tenant's general contractor shall place ¾" plywood beneath any dumpster(s) to protect the pavement. In no event shall any Property dumpsters, compactors or waste disposal bins be utilized for garbage and debris created during the course of any construction in the Premises. If Landlord ascertains that Tenant, Tenant's general contractor and/or anyone performing work on behalf of Tenant has used any Property dumpster, compactor or waste disposal bin for the disposal of Tenant's construction garbage and/or debris, then Landlord shall have the right to fine Tenant for such misuse and require that Tenant reimburse Landlord for the cost of removing such construction garbage and/or debris. Tenant shall use its best efforts, consistent with the customs and practices of the construction industry in the metropolitan area, to ensure that areas of the Property, other than the Premises, are kept free and clear of construction debris, dust, construction materials or construction activity and are kept clean.

(h) All tools, equipment and construction materials must be kept inside the Premises. Tenant shall have no right to store any tools, equipment or construction materials in any other portions of the Property. The storage of any tools, equipment and construction materials is at Tenant's sole risk and Landlord shall have no liability to Tenant in connection therewith.

(i) Subject to applicable Laws and the terms and conditions of this Section (i), within five (5) days after the Delivery Date, Tenant shall, at Tenant's sole cost and expense, install professionally manufactured coverings on the interior of all storefront windows and doors and install a professionally manufactured, temporary "Coming Soon" sign on the interior of the storefront window (collectively, "Window Coverings") for a period that will end on the date that Tenant opens for business to the public. Tenant shall comply with the following requirements: (i) the design, fabrication, materials, size and placement of any Window Coverings shall comply with applicable Laws and be subject to Landlord's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed, (ii) Tenant shall obtain, at its sole cost and expense, all permits and approvals necessary for the installation of any Window Coverings, (iii) any such installation shall be coordinated with Landlord and performed in accordance with plans and specifications approved by Landlord in its reasonable discretion, (iv) said installation shall be performed timely, shall be performed in a good and workmanlike manner and shall be in compliance with all applicable Laws, and (v) Tenant shall maintain the Window Coverings in good condition and repair.

(j) Tenant or Tenant's contractor must provide portable restrooms in a location approved by Landlord. In no event shall Tenant or Tenant's general contractor or subcontractors be permitted to use any Property restroom facilities, if any.

(k) Tenant shall be solely responsible for false alarms of the Property life safety system generated within their work area or areas controlled by them or their subcontractors. Each event of a false alarm will cause Tenant to be charged Two Hundred Fifty and 00/100 Dollars ($250.00) plus any additional fees charged by the city or fire department in response to these alarms. Any effort to disable the smoke detectors in the work area must be reversed so as to put all life safety systems into service during non-working hours. Tenant will be charged Two Hundred Fifty and 00/100 Dollars ($250.00) for each incident where the life safety system devices of the Premises and/or Property are left in a disabled condition.

(l) Landlord's Authorized Agent shall have the right to be present for all "before and after hours" work.

EXHIBIT B-2

CONSTRUCTION INSURANCE

i. Commercial general liability insurance, including products and completed operations coverage and contractual liability coverage, providing on an occurrence basis limits of not less than Two Million and 00/100 Dollars ($2,000,000.00) per occurrence and Three Million and 00/100 Dollars ($3,000,000.00) general aggregate, naming the Landlord Insured Parties as additional insureds thereunder using the current ISO Additional Insured Endorsement forms CG 04 13 20 38 for ongoing operations and CG 04 13 20 37 for completed operations, or their equivalent, providing coverage at least as broad on a primary and non-contributory basis, and if the policy also covers projects other than the Premises, the policy shall include a provision to the effect that the aggregate limit of Three Million and 00/100 Dollars ($3,000,000.00) shall apply separately for the project at the Premises;

ii. Workers' compensation insurance complying with the applicable Laws of the jurisdiction in which the Property is located (as the same may be amended from time to time);

iii. A builder's risk insurance policy in the amount of the full replacement cost of the Personal Property (as defined in Section 11.02);

iv. Employer's liability insurance with limits not less than One Million and 00/100 Dollars ($1,000,000.00) or such greater amount as is required by applicable Laws; and

v. Excess liability insurance on an occurrence basis that is in excess of the underlying commercial general liability and employer's liability insurance, with limits not less than One Million and 00/100 Dollars ($1,000,000.00) each occurrence naming the Landlord Insured Parties as additional insureds thereunder.

Each of the foregoing insurance policies (and certificates evidencing such policies) shall contain an endorsement prohibiting cancellation, failure to renew, reduction of amount of insurance or change in coverage without the insurer first giving Landlord or its managing agent at least thirty (30) days' (which 30-day period shall be reduced to ten (10) days' for nonpayment) prior written notice (by certified or registered mail, return receipt requested) of such proposed action, shall cover every Person who will perform any work with respect to such Alterations and shall otherwise be acceptable to Landlord in its sole discretion.

EXHIBIT C

RULES AND REGULATIONS

The following Rules and Regulations have been formulated for the safety and well-being of all tenants of the Property. Strict adherence to these Rules and Regulations is necessary to guarantee that every tenant will enjoy a safe and undisturbed occupancy of its premises. Any violation of these Rules and Regulations by Tenant shall constitute a default by Tenant under the Lease.

Landlord may, upon request of any tenant, waive the compliance by such tenant of any of the Rules and Regulations, provided that (i) no waiver shall be effective unless signed by Landlord or Landlord's Authorized Agent, (ii) any such waiver shall not relieve such tenant from the obligation to comply with such rule or regulation in the future unless otherwise agreed to by Landlord, (iii) no waiver granted to any tenant shall relieve any other tenant from the obligation of complying with these Rules and Regulations, and (iv) any such waiver by Landlord shall not relieve Tenant from any liability to Landlord for any loss or damage occasioned as a result of Tenant's failure to comply with any rule or regulation.

1. Throughout the Lease Term, Tenant covenants and agrees to:

(a) keep the Premises (including without limitation the interior and exterior portions of all windows, doors, all other glass, the store front and the walkways immediately in front of and adjoining the Premises) in a neat, clean and sanitary condition, free from litter, food, grease, oil or other stains, snow and ice, vermin and escaping offensive odors, including maintaining a regular, periodic extermination program for the Premises and immediately treating any infestations;

(b) replace promptly any cracked or broken glass of the Premises (including without limitation all windows and doors) with glass of like color, kind and quality;

(c) not use any equipment, machinery or advertising medium which may be heard or otherwise detected outside the Premises;

(d) not use the plumbing facilities for any purpose other than that for which they were constructed;

(e) not conduct any "fire sale", "going out of business sale", "bankruptcy sale" or auction within the Premises;

(f) heat and air condition the Premises without drawing from the systems heating and air conditioning the common or public areas of the Property;

(g) keep the display windows in the Premises, and the Premises, well lighted during the normal hours of operation of the Property and such other hours as are specified by Landlord, and pay for all light bulbs installed or replaced in the Premises;

(h) not solicit business in the common or public areas of the Property, nor distribute or display any handbills or other advertising matters or devices in such common or public areas;

(i) conduct its business in all respects (including the sale, distribution, display or offering for sale of any item) in a dignified manner in accordance with store operations consistent with the quality and operation of the Property, as determined by Landlord;

(j) not receive or ship articles of any kind outside the designated loading area for the Premises or other than during the designated loading times;

(k) keep any garbage, trash, rubbish or other refuse in rat-proof containers within the interior of the Premises; deposit daily such garbage, trash, rubbish and refuse in receptacles designated by

Landlord; enclose and/or shield such receptacles in a manner approved by Landlord; and regularly inspect the sidewalks and other areas adjacent to the Premises and remove all garbage, trash and rubbish therefrom;

(l) not employ any of Landlord's employees for any purpose whatsoever, or request such employees to do anything outside of their regular duties, without Landlord's prior written consent, which may be granted or withheld in Landlord's sole and absolute discretion;

(m) comply with all reasonable rules adopted by Landlord with respect to storefront windows and displays;

(n) provide adequate lighting and security for Tenant's employees, agents, licensees, invitees, assignees, subtenants, concessionaires, customers, clients, family members or guests;

(o) not obstruct or encumber any sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors, halls or any other part of the Property;

(p) not permit any awnings, signs, placards and the like, or any projections of any kind whatsoever to be attached to the outside walls of the Premises or affixed to the windows thereof without the prior written consent of Landlord;

(q) not permit any drapes, blinds, shades or screens to be attached to, hung in or used in connection with any window or door relating to the Premises, without the prior written consent of Landlord;

(r) not permit any showcases, mats or other articles to be placed or allowed to remain in front, in the proximity of or affixed to any part of the exterior of the Premises;

(s) not permit or encourage any loitering in or about the Premises;

(t) not use the roof of the Premises;

(u) not install burglar bars in or to the Premises without Landlord's prior approval, which may be granted or withheld in Landlord's sole and absolute discretion;

(v) if requested to do so by Landlord, install a locking system compatible with the locking system being used by Landlord at the Property;

(w) not permit or encourage any canvassing, soliciting, peddling or demonstrating in or about the Premises;

(x) not install or permit the installation of any wiring for any purpose on the exterior of the Premises; and

(y) Tenant shall use commercially reasonable efforts to comply with all Property requirements with respect to the recycling or sorting of refuse and rubbish. Tenant is encouraged to: (i) recycle spent products, including toner cartridges, copier drums and fluorescent tubes, and (ii) provide facilities in the Premises for separate storage and recycling of each of the following: (1) paper products and cardboard, (2) aluminum, glass and plastic, and (3) food wastes and so-called "wet garbage".

2. Tenant acknowledges that it is Landlord's intention that the Property be operated in a manner which is consistent with the highest standards of cleanliness, decency and morals in the community which it serves. Toward that end, Tenant shall not sell, distribute, display or offer for sale any item or service which, in Landlord's judgment, is inconsistent with the quality of operation of the Property or may tend to impose or detract from the moral character or image of the Property.

3. In no event shall Tenant, its employees, agents, customers and/or guests utilize any portion of the parking lots and/or parking areas designated on EXHIBIT A as "O.B.O.", or as otherwise designated, but in

any case indicating that they are not a part of the Property, if applicable. Landlord may, from time to time, designate portions of the parking areas for use by Tenant, its employees, agents, customers and guests so as to effectively and efficiently allocate the parking spaces among all users of the Property. Tenant, its employees, agents, customers and guests shall use only those portions of the parking areas so designated by Landlord. Tenant shall submit to Landlord a list of Tenant's employees and the license number of any vehicle of Tenant or Tenant's employees within five (5) days after Landlord's request therefor, and shall thereafter submit to Landlord written notices updating the information provided within five (5) days of any change thereto. Landlord shall have the right to tow at Tenant's expense any vehicle parked in violation of such parking restriction. Tenant shall indemnify, defend and hold Landlord harmless from and against all liabilities, obligations, damages, judgments, penalties, claims, costs, charges and expenses, including, without limitation, reasonable attorneys' fees, as a result of towing such vehicles.

4. Tenant shall comply with all mandatory energy conservation controls and requirements applicable to the Property that are imposed or instituted by the federal, state, or county governments, including, without limitation, controls on the permitted range of temperature settings. Compliance with such controls or requirements shall not be considered an eviction, actual or constructive, of Tenant from the Premises and shall not entitle Tenant to an abatement of any Rent payable hereunder.

5. Tenant shall not place on any floor a load exceeding the floor load per square foot which such floor was designed to carry. Landlord shall have the right to prescribe the weight and position of safes and other heavy equipment and fixtures, which, if considered necessary by Landlord, shall be installed in such manner as Landlord directs in order to distribute their weight adequately. Landlord shall have the right at Tenant's expense to repair any and all damage or injury to the Premises or the Property caused by moving the property of Tenant into or out of the Premises, or due to the same being in or upon the Premises, or to require Tenant to do the same. No furniture, equipment or other bulky matter of any description will be received into the Property except as approved by Landlord, and all such furniture, equipment and other bulky matter shall be delivered only through the designated delivery entrance of the Property. Tenant agrees to remove promptly from the sidewalks adjacent to the Property any of Tenant's furniture, equipment or other material there delivered or deposited.

6. Tenant shall not install any equipment of any type or nature that will or may necessitate any changes, replacements or additions to, or in the use of, the water system, heating system, plumbing system, air-conditioning system or electrical system of the Premises or the Property, without first obtaining the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Machines and equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the Property or to any space therein to such a degree as to be objectionable to Landlord or to any tenant in the Property shall be installed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to reduce such noise and vibration to a level satisfactory to Landlord.

EXHIBIT D

COMMENCEMENT DATE AGREEMENT

THIS COMMENCEMENT DATE AGREEMENT ("Agreement") attached to and made part of the Lease Agreement dated the _____ day of _____, 201__, by and between _____, a _____ as Landlord, and _____, a _____, as Tenant (the "Lease").

Landlord and Tenant do hereby confirm and acknowledge the following dates:

Delivery Date is _____, 201__.
Rent Commencement Date is _____, 201__.
Natural (or expected) Expiration Date is _____, 201__.

This Agreement shall be binding on the parties hereto, their successor and assigns and all subtenants of Tenant and any other party claiming under or through Tenant. The Lease is in full force and effect as of the date hereof in accordance with its terms, and Tenant is in possession of the Premises. Landlord has fulfilled all of its obligations under the Lease that were required to be fulfilled by Landlord on or prior to the Rent Commencement Date and Tenant has no claim or right of set-off against any Rent (as defined in the Lease) under the Lease.

This Agreement was entered into as of the _____ day of _____, 20____.

WITNESS:

LANDLORD:

GRI CASAS ADOBES, LLC,
a Delaware limited liability company

By: Global Retail Investors, LLC,
a Delaware limited liability company,
its Sole Member

By: First Washington Realty, Inc.
a Maryland corporation,
its Manager

_____
Name: _____

By: _____ [SEAL]
Name: _____
Title: _____
Federal Tax ID#: _____

ATTEST/WITNESS:

TENANT:

1922 CASA LLC, an Arizona limited liability company

_____
Name: _____

By: _____ [SEAL]
Name: Raymond G. Flores
Title: Member
Federal Tax Id#:

_____
Name: _____

By: _____ [SEAL]
Name: Carlotta M. Flores
Title: Member

EXHIBIT E

SIGNAGE CRITERIA

Casas Adobes PLAZA

CASAS ADOBES PLAZA ** SIGN CRITERIA

TUCSON, ARIZONA

I. INTRODUCTION

The intent of these sign criteria is to establish and maintain requirements and guidelines consistent with the signage policies of both the Landlord and Pima County. Landlord's criteria may be more restrictive than Pima County's requirements. Further, the purpose is to provide for consistent design, size, fabrication techniques, and materials for signage of the Shopping Center and for Tenant identification.

II. GENERAL REQUIREMENTS

A. Each Tenant will be supplied a copy of the sign criteria prior to signing the lease agreement.

B. Each Tenant sign shall be designed, fabricated and installed in accordance with these sign criteria and shall be consistent with the Sign Code of Pima County as adopted by the Board of Supervisors, and as amended from time to time.

C. Each fascia-mounted exterior sign and each Tenant LED Sign (aka "Blade Sign") must be designed, fabricated and installed by Landlord's approved sign vendor, which until further notice is:

JEFF SHALLEN
FLUORESCO LIGHTING & SIGN
3132 East 46th Street
Tucson, Arizona 85713
(520) 623-7953

D. Landlord's written approval of vendor-prepared Design Drawings and Working Shop Drawings is required prior to the commencement of Tenant construction.

E. Sign permits must be obtained prior to installation of signage.

F. Signs installed without written approval of the Landlord or the appropriate County permit will be subject to removal and proper re-installation at Tenant's expense. Damage may be assessed to cover costs of repairs to sign band or removal of signage resulting from unapproved installation.

G. Tenant shall be responsible for the cost of repairing any damage caused during installation or removal of signage.

H. No labels shall be permitted on the exposed surface of signs, except those required by local ordinance. Those required must be installed in an inconspicuous location.

I. Flashing, moving, or audible signs are not permitted.

J. Except as otherwise specifically permitted in the Lease, no sign (including but not limited to temporary, permanent, portable, fixed, or free-standing signs, banners, flyers, advertisement, or identification) shall be installed, erected, or otherwise placed, for any period of time, on the roof, exterior walls or windows of the leased Premises or in any other part of the Common Areas without, in each instance, the written consent of Landlord, which consent Landlord may grant or withhold in its sole discretion.

III. TENANT RESPONSIBILITIES

Each Tenant shall, at its own expense, provide and maintain its own identification in accordance with specifications noted herein. Except as otherwise specifically provided in the Lease, Tenant shall, at its own expense, provide and maintain both a fascia-mounted exterior sign and a Tenant LED Sign (aka "Blade Sign"), as provided below.

IV. PAPER "COMING SOON" SIGNS

Until the completion of the Leasehold Improvements, Tenant shall, at its own expense, provide and maintain paper signs on the interior of all windows in the Premises that identify the Tenant and include the words "Coming Soon." Tenant shall first submit the design, color, lettering, aesthetic appearance, and description of the materials, and exact placement of such paper signs to Landlord for its prior written approval, which approval Landlord may grant or withhold in its sole discretion.

V. FASCIA MOUNTED EXTERIOR SIGN

A. FORMAT:

1. Where available, a sign fascia will be provided for each Tenant immediately over Tenant's storefront. (See attachment.) Each Tenant sign and/or logo sign shall be centered and mounted on this fascia.

2. All letters and/or logo shall be individual units and illuminated with neon or direct spot lighting.

3. Letters and/or logo will be attached to fascia provided. Neon illumination will require PK housings and transformers.

B. LETTER STYLE, CONTENT AND COLOR:

1. Letter style shall be at the Tenant's discretion subject to approval of the Landlord.
2. Wording of the sign shall be limited to Tenant name, subject to approval of Landlord.
3. Letters and/or logo materials shall be called out on all working drawings and approved by Landlord or its appointed representative.
4. Power to illuminate the Tenant sign shall be from Tenant's meter switched through a master time clock set in accordance with schedules determined by Landlord.

C. SIGN AREA AND SIZE:

Total allowable sign area pertaining to any one business shall be 1.5 square foot of sign area per one (1) foot of leased linear storefront. Maximum overall sign height shall not exceed 30 inches. Maximum letter height may not exceed 18 inches.

D. INSTALLATION LOCATION:

All copy shall be installed vertically and horizontally, centered on the fascia, and shall not exceed a horizontal length of seventy-five percent (75%) of leased building frontage. All signage attachments and/or electrical conduit attachments shall be made internal to the sign fascia so as to minimize marring to the fascia.

VI. TENANT LED SIGN (aka "Blade Sign")

In addition to the fascia-mounted sign, each Tenant must have a rustic LED sign. These signs must include clear acrylic faces with applied vinyl graphics & amber LED edge lighting. Aluminum frame & brackets are to be finished to simulate rusted steel. Sign shall be wall flag mounted or beam mounted depending on Tenant's space. (See attachment "Tenant LED Sign").

VII. WINDOW SIGNAGE

No window signs are permitted without the express, written approval of the Landlord. Signage will be first surface gold leaf vinyl letters and shall contain no illumination. Copy should be limited to Tenant's name and business hours. All copy must be approved in writing by Landlord. Tenant name will be gold leaf vinyl (2" maximum); business hours will be 1" Helvetica medium upper case gold leaf vinyl. (See attachment.)

VIII. TENANT SIGN SUBMISSIONS

A. Tenant sign contractors shall submit all working shop drawings to the Landlord or its appointed representative for approval.

B. All submissions to include two (2) prints. An approved copy will be returned.

C. Shop drawings must include:

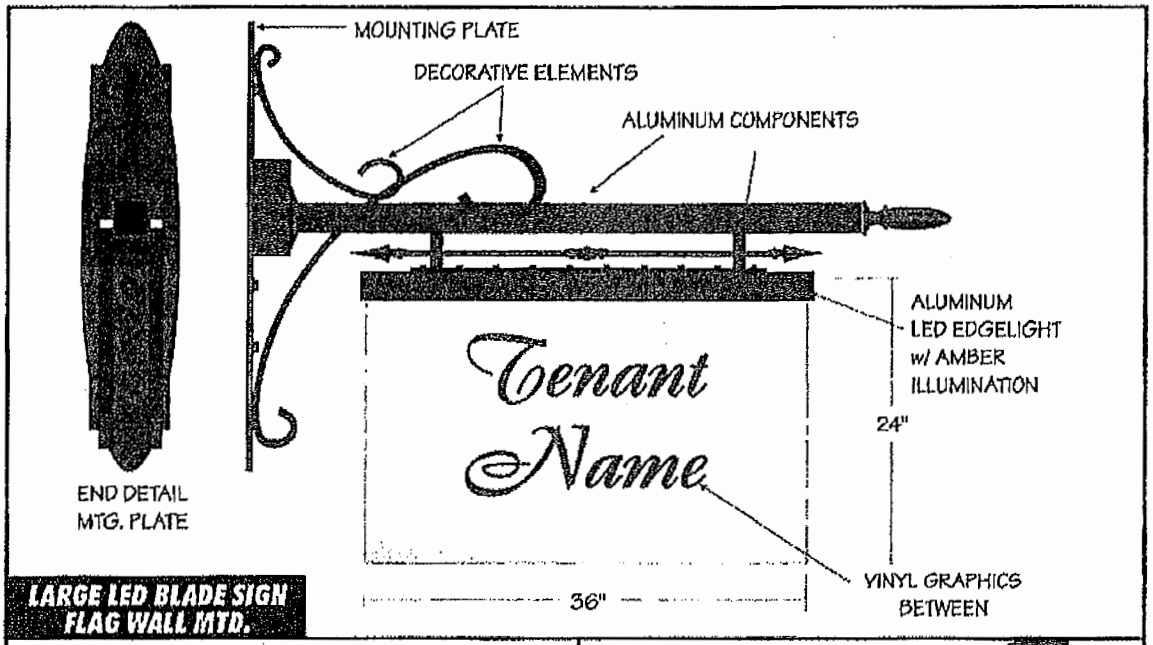
1. Full and complete dimensions.

2. Letter style; face (color, material and thickness); returns (color, material and thickness).

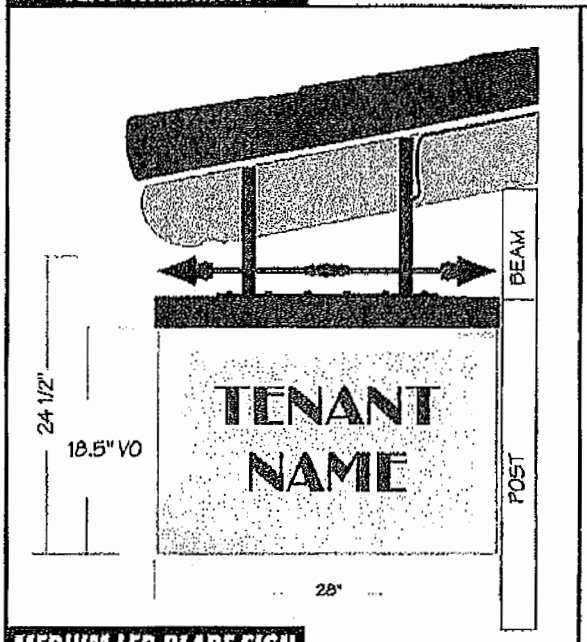
3. Type of lighting, brightness, mounting hardware, transformer location and access.

IX. APPROVALS

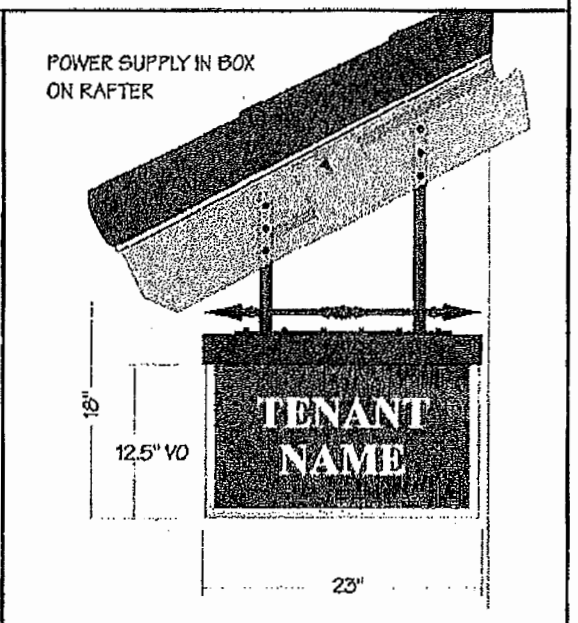
No sign shall be installed without first securing the necessary permits from Pima County. Artwork and sign location are to be approved in writing by the Landlord or its appointed agent prior to installation. Landlord reserves the right, in its sole discretion, to reject any sign. Landlord also reserves the right to make individual exceptions to these sign criteria on a case-by-case basis, in Landlord's sole discretion, provided that the exceptions do not change the overall look of the Shopping Center.



**LARGE LED BLADE SIGN
FLAG WALL MTD.**



**MEDIUM LED BLADE SIGN
RAFTER MTD.**



**SMALL LED BLADE SIGN
RAFTER MTD.**

LED BLADE SIGNS

FACES: CLEAR ACRYLIC w COPY ETCHED ON 2nd SURFACE OF EACH PANEL
DIVIDER PANEL: VINYL APPLIED TO BOTH SIDES OF CLEAR
NOTE: ALL BRACKET PARTS FINISHED TO SIMULATE RUSTED STEEL

FLUORESCO

Casas Adobes PLAZA

1.5 Square Foot of Sign Area per
(1) Foot of Leased Linear Storefront

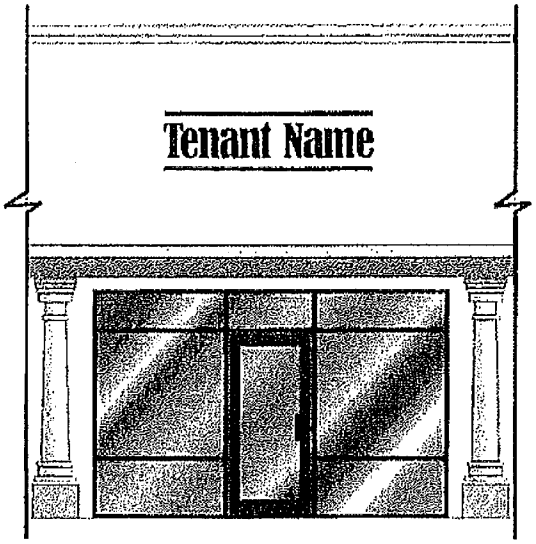
30" MAXIMUM OVERALL SIGN HEIGHT

18" MAXIMUM LETTER HEIGHT

Tenant Name

ALL LETTERS or LOGO TO BE INDIVIDUAL UNITS
w/ INTERNAL or DIRECT SPOT LIGHTING ILLUMINATION

Illumination to have UL approved housings or penetrations
center sign equally on facia
"ALL SUBJECT TO APPROVAL OF THE LANDLORD"



TYPICAL ELEVATION
Building elevations vary.
For sign representation use only.

WINDOW SIGNAGE
"Gold Leaf Vinyl"

FASCIA MOUNTED EXTERIOR SIGN

ALL LETTERS or LOGO TO BE INDIVIDUAL UNITS
w/ INTERNAL or DIRECT SPOT LIGHTING ILLUMINATION

FLUORESCO

Casas Adobes PLAZA

Tenant's Name → (maximum 2")

Business Hours → (maximum 1") Helvetica Medium (UPPER CASE)

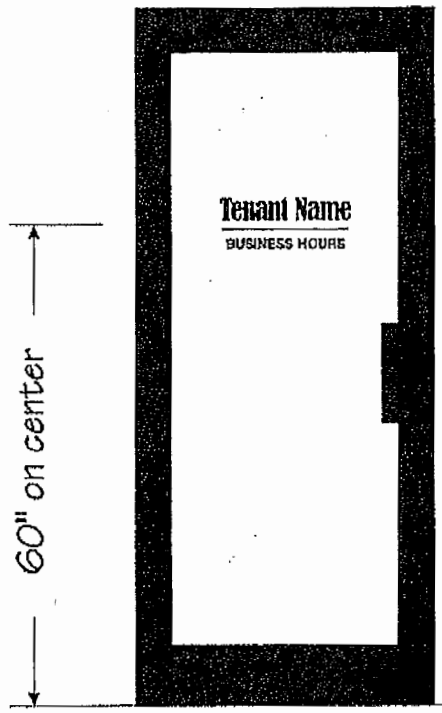
Tenant Name

BUSINESS HOURS

WINDOW - DOOR SIGNAGE
GOLD LEAF VINYL (1st surface applied)

location as shown at approx. 60" on center

"SUBJECT TO APPROVAL OF THE LANDLORD"



WINDOW SIGNAGE
"Gold Leaf Vinyl"

WINDOW SIGNAGE

GOLD LEAF VINYL (1st surface applied)
"SUBJECT TO APPROVAL OF THE LANDLORD"

Casas Adobes PLAZA

EXHIBIT F

EXCLUSIVE AND PROHIBITED USES

CASAS ADOBES PLAZA

To the extent there exists inconsistencies in the manner one prohibited use is expressed in comparison to another prohibited use and the two ways of expressing such prohibited use cannot be reconciled, then the expression which is the most restrictive shall control. Landlord shall have the right, in Landlord's sole and absolute discretion, to waive all or any of the prohibitions set forth herein upon such matters, terms and conditions as Landlord, in its sole discretion, may determine. Capitalized terms and references to exhibits (if any) in this Exhibit shall refer to such terms as defined in, and exhibits included in, the relevant lease or agreement.

Tenant shall not use the Premises for any of the following businesses, uses or activities:

1. The operation of a medical dermatology practice using licensed dermatologists. The foregoing restriction shall not apply to any pharmacy (whether standalone or as part of a larger business), or any business engaged in spa or beauty services, or cosmetology or cosmetic services, so long as such business does not have a dermatologist on staff. Notwithstanding anything to the contrary, the following users shall be permitted: Ideal Image, Red Door Spa (Elizabeth Arden), and Canyon Ranch SpaClub.

- The manufacture and sale of gelato, frozen yogurt, ice cream and related products (collectively "Products") at the Shopping Center; provided, however, that the foregoing exclusive right shall not be applicable to any future tenant of the Shopping Center for whom the sale of such Products does not constitute its primary business. If the annual gross sales of such Products by any future tenant of the Shopping Center produce ten percent (10%) or more of such tenant's annual gross revenues derived from its business operations at the Shopping Center, then such tenant shall be deemed to be selling Products as its primary business in violation of the foregoing sentence.

2. Any tenant whose primary business is to sell fine jewelry (e.g., gold and other precious metals and gemstones) and/or watches. The foregoing restriction shall not apply to (i) a tenant selling jewelry and/or watches, on an incidental basis (e.g. the sale of such items constitutes 20% of such tenant's gross sales over three (3) full calendar months), or (ii) the sale of "cosmetic" jewelry, silver, or watches that are not of brands that Tenant typically carries, or (iii) the sale of Garmin or Apple brand or similar computerized, "smart" watches.

3. A restaurant operator that specializes in Asian cuisine. The term "specializes in Asian cuisine" shall be deemed to mean any restaurant offering twenty-five percent (25%) or more of its menu items as Asian cuisine.

4. Any of the following uses or operations: (i) any assembly, manufacture, distillation, refining, smelting, agriculture or mining operations; (ii) any mobile home or trailer court, labor camp, junkyard, mortuary, stock yard or animal raising; (iii) any drilling for and/or removal of subsurface substances; (iv) any dumping of garbage or refuse, other than in enclosed receptacles intended for such purpose; (v) any automobile, truck, trailer or recreational vehicle sales, rental, leasing or body and fender repair operation; (vi) any flea market and/or swap meet; (vii) any massage parlor (provided that such prohibition shall not apply to therapeutic massages administered by a duly licensed massage therapist), adult book shop, movie house or other establishment selling or exhibiting pornographic materials or other pornographic use; provided, however, that such restrictions shall not preclude the (a) showing of films in any first rate motion picture theater, so long as such motion picture theater does not show any picture that has received an "X-rating" from the Motion Picture Association of America or any successor to the Motion Picture Association of America which rates motion pictures or any other pictures that are considered pornographic by the city in which the premises are located, and (b) sale or rental of adult books, magazines or videos as an incidental part of the business of a general purpose bookstore normally found in a first class retail center; (viii) any tobacco shop (excluding an upscale shop selling primarily cigars), "smoke shop", tattoo parlor or any establishment selling drug related paraphernalia (except as an incidental part of a drug store or market); (ix) any bar, tavern or nightclub located within two hundred (200) feet of any part of the Premises operated

as Pei Wei Asian Diner, provided, however, the foregoing shall not apply to the sale of alcoholic beverages by an establishment holding a restaurant license or a beer and wine bar license issued by the Arizona Department of Liquor Licenses and Control; and (x) any abortion clinic or drug rehabilitation clinic.

5. The sale of wood-fired pizzas and pasta for on or off premises consumption, provided, however, that the foregoing exclusive shall not be applicable any future tenant of the Shopping Center for whom the sale of such products does not constitute its primary business.

6. The sale of: (a) whole or ground coffee beans, (b) espresso, espresso-based drinks or coffee- based drinks, (c) tea or tea-based drinks, (d) brewed coffee and/or (e) blended beverages. Notwithstanding the foregoing sentence, other tenants may sell non-gourmet, non-brand identified brewed coffee or brewed tea as well as pre-bottled tea or pre-bottled tea-based drinks. For purposes of this Lease, "gourmet" shall be defined as: (a) beverages made using Arabica beans or (b) sourced from a gourmet coffee brand such as Coffee Bean & Tea Leaf, Intelligentsia, Peets, Caribou or other coffee purveyor. For purposes of this Lease, "brand identified" shall mean beverages advertised or marketed within the applicable retail space using a brand name. Full service, sit-down restaurants with a wait staff and table service serving a complete dinner menu may sell, in conjunction with a sale of a meal, brewed coffee or tea and hot espresso drinks for on-premises consumption only.

7. The sale of Aveda products, the operation of a hair salon, and the provision of skin care, body care, and manicure/pedicure services.

8. (A) Except as permitted by 8(B) below: (i) any restaurant (including, without limitation any natural foods restaurant such as O'Naturals), salad bar, delicatessen, any other business that sells any prepared foods (including, without limitation, pizza, salad, sandwiches or soups) for on or off premises consumption, bar or cocktail lounge, coffee store and/or coffee bar, or juice and/or smoothie bar. (ii) Any salon (or other business) in excess of 2,000 gross square feet that provides hair treatments (haircuts, hair coloring, permanents, etc.), manicures, facials, massages or similar services. (iii) The sale of produce, meat, poultry, seafood, dairy, cheese, cereals, grains, fruits and vegetables, frozen foods, grocery products, bulk foods, gourmet foods, bakery goods, alcoholic beverages (including beer and wine), body care products, cosmetics, health care items, beauty aids, plants, flowers, vitamins, medicinal herbs, naturopathic or homeopathic remedies, nutritional supplements, coffee beans, smoothies and/or fresh fruit drinks, ice cream, frozen yogurt and/or gelato. (iv) Any use that would impair the ability of the tenant operating as Whole Foods to obtain and/or maintain a license to sell alcoholic beverages (including wine and beer) for on- or off-premises consumption from its Demised Premises.

   (B) Notwithstanding the foregoing, the provisions of 8(A) above shall not: (i) Prohibit Landlord from leasing premises in the Development up to twenty-seven thousand five hundred thirty-two (27,532) square feet of Rentable Area to restaurant users (which provided, however that nothing contained herein shall restrict restaurants with seating areas from selling take-out restaurant meals); provided however that (A) no natural foods restaurants such as O'Naturals or juice and/or smoothie bar shall be permitted; (B) if the building currently containing Pei Wei and Chipotle ever does not have both Pei Wei and Chipotle as its occupants, then such buildings may be used for restaurant uses only so long as such restaurant uses do not have indoor seating in excess of 104 seats combined; (ii) Prohibit "incidental sales" by a non-restaurant tenant or occupant of (A) pre-packaged food products for off premises consumption (so long as such sales do not exceed five (5) square feet); or (B) the following prohibited items: health care items, body care products, cosmetics and beauty aids. For purposes of the foregoing, a tenant or occupant shall be deemed to be conducting "incidental sales" of such prohibited items only if the aggregate floor area in such tenant's or occupant's premises devoted to the display of such items (other than those items the sale of which is completely prohibited as provided below) does not exceed the lesser of (I) three percent (3%) of the rentable area of such tenant's or occupant's premises, or (2) two hundred fifty (250) square feet. Notwithstanding the foregoing, however, the sale of the following (even if such sales be considered only "incidental sales") by any tenant or occupant is expressly prohibited (1) wine and/or beer for off premises consumption, (2) meat, poultry and/or seafood for off premises consumption, (3) cheese, (4) vitamins, (5) naturopathic and/or homeopathic remedies, and (6) nutritional supplements. [As of the Effective Date, after taking into consideration the Gross Leasable Area of the Premises per Section

1.01(b) of the Lease, less than twenty-seven thousand five hundred thirty-two (27,532) square feet of Rentable Area in the Development is leased to restaurant users.]

9. Any of the following: 1. any movie theater, bowling alley, dance hall or discotheque; 2. schools of any nature (including, without limitation any cooking school or cooking classes, beauty school, barber college, reading room, place of instruction of more than thirty persons at a time, or any other operation serving primarily students or trainees rather than retail customers); 3. any church, synagogue or other religious facility; 4. any gasoline or service station, automotive service or repair business; 5. any facility for the sale, lease or rental of automobiles, trucks, motorcycles, recreational vehicles, boats or other vehicles; 6. any manufacturing facility; 7. any dry cleaner; 8. any retail operation in which more than twenty (20%) percent of the sales area of such operation is used for the display and/or sale of clothing or goods commonly referred to as close outs, manufacturer's overruns, or excess inventory or manufacturer's seconds or imperfect merchandise; 9. any "second hand" store, used clothing or thrift store, pawn shop, salvation army type store, "surplus" store or liquidation outlet; 10. any discount retailer (such as, without limitation, "dollar" stores such as Family Dollar); 11. any mortuary or funeral parlor; 12. any coin operated laundry; 13. any children's recreational, educational or day-care facility; 14. any health club, health spa, fitness center, weight room, gymnasium or the like; 15. any medical marijuana dispensary; or 16. any use reasonably considered to be inconsistent with the customary character of a first class retail shopping center (such as, without limitation, any massage parlor, "head" shop, adult book shop or adult movie house, or tattoo or piercing parlor).

10. The sale of wood-fired pizzas for on or off premises consumption.

11. To operate a business that is primarily a group personal training fitness center focusing on indoor/outdoor boot camp style fitness, cross-fit type training, or group heart rate monitored interval training (the "Restricted Use"). As used herein, "primarily" means that greater than twenty percent (20%) of such tenant's floor area is devoted to the operation of the Restricted Use.

12. The provision of abobotulinumtoxina and onabotulinumtoxina for cosmetic use, injectable soft tissue fillers, or non-surgical lipolysis services.

A. Any hotel or motel or residential purposes.

B. Any store exhibiting, displaying or renting x-rated or adult-only videos, movies, motion pictures or computer programs or software or any establishments that exhibit live nudity.

C. Any service station; the sale or use of any gas or noxious, toxic, caustic, or corrosive fuel or of any unusual fire, explosive, or other damaging or dangerous hazard, including the storage, display or sale of explosives or fireworks; any industrial purpose, warehouse, assembly, manufacturing, distillation, refining, smelting, agriculture or mining operations; or any drilling for the removal of subsurface substances.

D. Any renting, leasing, selling, or displaying of any boat, motor vehicle or trailer; any mobile home park, trailer court, labor camp, junk yard, stock yard, or animal raising; any car dealerships or lots for the sale of new or used motor vehicles except for those vehicles that are sold from an interior showroom; or any automobile repair, washing, or detailing services (including, without limitation, a car wash, auto body shop or lube and oil change shop).

E. Any sporting facility, auditorium or other place of public access; dance hall, billiard or pool hall, tattoo parlor, game parlor, video arcade, central laundry, dry cleaning plant, or laundromat; any church or mortuary or funeral home; any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as black-jack or poker; slot machines, video poker/blackjack/keno machines or similar devices; or bingo hall; any check cashing or so-called pay day lending services; or any pawn shops.

F. Any dumping, disposal, incineration or reduction of garbage or refuse other than handling or reducing such waste if produced on the Premises in connection with the Permitted Use and if handled in a clean and sanitary manner.

G. Any health club, medical clinic or offices (except incidental to a retail operation or customarily found in similar shopping centers which provide services to the general public).

H. Any "second hand" or used goods store or "surplus" store, or other operation for the sale of used, manufacturer's seconds or surplus goods; or flea market; closeout or bankruptcy/fire sales or damaged merchandise store.

I. Any merchandise or material commonly used with, or intended for use with, or in consumption of, any narcotic, dangerous drug or other controlled substance, including without limitation, any hashish pipe, water pipe, bong, cilium, pipe screens, rolling papers, rolling devices, coke spoons or roach clips; or the sale of marijuana or any form of Cannabidiol (CBD), tetrahydrocannabinol (THC) or "hemp extract" (e.g., an extract from a cannabis plant or a mixture or preparation containing cannabis plant material), whether or not permitted by applicable Laws.

J. Any employment agency, job bank or labor pool hall or training or educational facility such as beauty schools, barber colleges, reading rooms or places or institutions or other operations catering primarily to students or trainees rather than to customers.

K. The provision of wi-fi which extends beyond the boundaries of a tenant's or occupant's premises.

L. Any public or private nuisance; any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness or loudness; any obnoxious odor; or any use which requires a special permit, special exception, or variance any of which would have an adverse impact or impose any requirement upon the Property or which would require a reclassification of the Property.

M. Any use which would cause Landlord's parking facilities to be in violation of code requirements or require Landlord to increase the parking area or the number of parking spaces to meet code requirements.

Revised October 30, 2018

FIRST ADDENDUM TO LEASE AGREEMENT

The provisions of this First Addendum shall govern and control in any instances where the same are inconsistent or conflict with the provisions of the Lease, and any provisions of the Lease which are inconsistent, or conflict, with the provisions of this First Addendum, even though not herein expressly referred to, shall be deemed appropriately amended or modified.

1. Extension Terms.

(a) Subject to the express terms of this Section 1, Tenant shall have two (2) successive options (collectively, the "Extension Options", and the first such option referred to herein as the "First Extension Option" and the second such option referred to herein as the "Second Extension Option") to extend the Lease Term for a period of five (5) Lease Years each (collectively, the "Extension Terms" and the first such period the "First Extension Term" and the second such period the "Second Extension Term"). In no event shall Tenant have the right to extend the Lease Term beyond the expiration of the Second Extension Term.

(b) Each Extension Option must be exercised, if at all, by irrevocable, written notice received by Landlord not later than one hundred eighty (180) days, nor earlier than three hundred sixty-five (365) days, prior to the expiration of the Initial Lease Term or First Extension Term, whichever is applicable. Time is of the essence as to all dates related to Tenant's exercise of an Extension Option.

(c) Notwithstanding anything to the contrary contained in this Section 1, Tenant's Extension Options shall be null and void if: (i) Tenant is not operating a business in the Premises in accordance with the Permitted Use and/or upon the date Tenant exercises an Extension Option or upon the commencement of the Extension Term any Tenant default exists under this Lease, which default remains uncured for thirty (30) days after Tenant has notice thereof; (ii) other than a Permitted Transfer, Tenant shall have assigned this Lease or sublet all or any portion of the Premises; (iii) Tenant shall have been more than fifteen (15) days late in the payment of any Rent more than four (4) times in any consecutive twelve (12) month period during the then existing Lease Term; or (iii) Landlord does not timely receive the written notice described in subsection (b) above, it being understood and agreed that the period of time within which any Extension Option may be exercised shall not be extended by reason of Tenant's inability to exercise such Extension Option for any reason whatsoever. If any Extension Option is deemed null and void pursuant to this subsection (c) then Tenant's right to extend the Lease Term together with all other unexercised Extension Options, if any, shall thereafter lapse, terminate and be of no further force or effect.

(d) During each Extension Term, all of the terms, conditions, covenants and agreements set forth in this Lease shall continue to apply and be binding upon Landlord and Tenant, except that Minimum Rent shall be in the amounts set forth in Section 1.01(g) of this Lease.

2. Common Area Costs Cap & Cap on First Calendar Year Common Expenses.

Notwithstanding any provision to the contrary contained in this Lease, commencing on the first (1st) day after the expiration of the first (1st) full calendar year following the Rent Commencement Date (such first, full calendar year, the "First Full Calendar Year"), Tenant's pro rata share of Controllable CAM Costs for a given calendar year shall not exceed the Controllable CAM Cap (as such terms are hereinafter defined) for such calendar year on a cumulative basis. No Controllable CAM Cap shall be applicable to (x) the partial calendar year (if applicable) during which the Rent Commencement Date occurs, or (y) the First Full Calendar Year, during which partial calendar year, if any, and First Full Calendar Year, Tenant's contribution for all Common Area Costs (including Controllable CAM Costs) shall be Tenant's pro rata share of the actual Common Area Costs. For the calendar year immediately following the First Full Calendar Year, the term "Controllable CAM Cap" shall mean one hundred five percent (105%) of the actual Controllable CAM Costs for the First Full Calendar Year and thereafter, the term "Controllable CAM Cap" shall mean one hundred five percent (105%) over the annualized Controllable CAM Cap for the preceding calendar year. At Landlord's option, Tenant's pro rata share of Controllable CAM Costs for the first full calendar year of any Extension Term (a "Reset Year") shall not be subject to the Controllable CAM Cap and Tenant's pro rata share of Controllable CAM Costs during such Reset Year shall be based upon Landlord's actual expenses for Controllable CAM Costs during such Reset Year. Thereafter, during the Extension Term, the Controllable CAM Cap shall apply for each calendar year following the Reset Year.

The term "Controllable CAM Costs" shall mean and include all Common Area Costs, including any Capital Expenses (as defined in Section 6.02) except the following (collectively, the "Excluded Expenses"): the cost of utilities, security, salting and snow and ice removal, trash services, security services, and payments made by, or billed to, Landlord pursuant to any declaration, covenant, easement, or other agreements relating to the Property.

Notwithstanding the foregoing, Tenant's pro rata share of Common Expenses (i.e., Common Area Costs, Insurance Costs and Real Estate Taxes) for the calendar year during which the Rent Commencement Date occurs (the "Control Year") shall not exceed $8.17 per square foot of Gross Leasable Area of the Premises on an annualized basis; provided, however that Excluded Expenses shall not be subject to such cap and such cap shall only apply to the Control Year.

3. Co-Tenancy.

If, at any time during the Lease Term after Tenant has initially opened for business in the Premises, (x) the tenant known as "Whole Foods", or its successors, assigns, or a Comparable Replacement (as such term is defined below) (the "Anchor Tenant") cease to operate their business in the Property, except for Exempted Discontinuances (as such term is defined below) for a period of one hundred eighty (180) days ("Operating Co-Tenancy Failure") and (y) within thirty (30) days after the occurrence of the Operating Co-Tenancy Failure, Landlord receives a written notice from Tenant that an Operating Co-Tenancy Failure exists and Tenant invokes its rights under this Section 3 ("Co-Tenancy Notice"), then for the period commencing on the first (1st) day of the month immediately following the month in which Landlord receives a valid Co-Tenancy Notice from Tenant and ending on the earlier to occur of: (i) the date which falls twelve (12) full calendar months thereafter, or (ii) the date the Anchor Tenant is operating in the Property (such period, the "Co-Tenancy Reduced Minimum Rent Period") the monthly Minimum Rent payable by Tenant shall be reduced to fifty percent (50%) of the amount otherwise required to be paid under the Lease ("Co-Tenancy Reduced Minimum Rent"). Tenant shall continue to pay without reduction all additional rent due under the Lease during the Co-Tenancy Reduced Minimum Rent Period. For purposes of this Section 3, a "Comparable Replacement" means a retail grocery operator, which, together with its sublessees, licensees and concessionaires, leases or occupies at least seventy-five percent (75%) of the premises currently occupied by Whole Foods. In the event that the Anchor Tenant is not operating in the Property prior thereto, upon the expiration of the Co-Tenancy Reduced Minimum Rent Period, Tenant shall have the right to terminate this Lease upon sixty (60) days' prior written notice to Landlord given within thirty (30) days after the expiration of the Co-Tenancy Reduced Minimum Rent Period ("Operating Co-Tenancy Termination Notice") and this Lease shall terminate on the sixtieth (60th) day after the Operating Co-Tenancy Termination Notice is given. If Tenant fails to give Landlord the Operating Co-Tenancy Termination Notice within the aforesaid thirty (30)-day period, then Tenant shall be deemed to have waived its right under this Section 3 and Tenant's right to pay the Co-Tenancy Reduced Minimum Rent shall expire on the thirtieth (30th) day after the expiration of the Co-Tenancy Reduced Minimum Rent Period and shall be null and void and of no further force or effect and Tenant shall commence paying full Minimum Rent as otherwise provided in this Lease, subject to future Operating Co-Tenancy Failures. The term "Exempted Discontinuances" shall mean and include temporary closures due to casualty, condemnation, strike, lockout, war, act of terrorism, or other events beyond their reasonable control or for the purpose of making repairs or alterations or remodeling and other closures following which they intend to reopen their businesses in the Property. Notwithstanding anything to the contrary in this Section 3, whenever Tenant is in default under the Lease or Tenant fails for any reason to operate its business in the Property for the Permitted Use (unless due to Permitted Closures), Minimum Rent shall not be reduced pursuant to this Section 3 and Tenant shall have no right to give an Operating Co-Tenancy Termination Notice to Landlord, while the default remains uncured or Tenant's business remains closed, as applicable, nor shall Tenant's deadline for giving an Operating Co-Tenancy Termination Notice be extended.

4. Short Term Parking Stalls.

Subject to compliance with all applicable Laws, by the date upon which Tenant initially opens its business to the public in the Premises for the Permitted Use (so long as Tenant notifies Landlord at least thirty (30) business days before opening, which notice shall prominently state in bold capital letters Tenant's opening date and reference the Parking Stall Identification (as hereinafter defined) under this Section 4, Landlord, or its designated agent, shall install signs or stripe the asphalt, as determined by Landlord in its sole discretion (in either case hereinafter referred to as the "Parking Stall Identification") designating two (2) parking stalls on the Property (one (1) on the East side and the other on the West side of the Property) in exact locations determined by Landlord

(the "Short Lease Term Parking Stalls") for non-exclusive, fifteen (15)-minute parking. Any costs and expenses incurred by Landlord in connection with the Parking Stall Identification shall be reimbursed by Tenant to Landlord, as additional rent, within fifteen (15) days after Landlord's written demand therefor and thereafter, Landlord may include in the Common Expenses all costs incurred in complying with this Section 4. If such Parking Stall Identification is so installed, it may remain as long as the Premises are used for the Permitted Use and except as hereinafter set forth, provided, however, that (i) Landlord shall not be required to police or otherwise monitor or enforce the use of the Short Lease Term Parking Stalls, and (ii) the Parking Stall Identification may be temporarily removed if required in connection with repairs, remodeling, renovation or other construction to the Property. Notwithstanding anything to the contrary set forth in this Lease, Tenant's right to have the Short Lease Term Parking Stalls designated by the Parking Stall Identification under this Section 4 shall be null and void and of no further force and effect if (1) necessary in order to comply with applicable Laws, or (2) under applicable Laws, as a result of such designation, the Short Lease Term Parking Stalls are no longer considered parking spaces which count towards the minimum number of parking spaces required by applicable Laws at the Property.

5. Landlord's HVAC Obligations.

Notwithstanding the provisions of Section 10.01 of this Lease, if, during the Lease Term, (i) any of the existing HVAC units exclusively servicing the Premises, other than the Condenser Unit (each, an "Existing HVAC Unit" and collectively, the "Existing HVAC Units") must be repaired or replaced in order to adequately heat or cool the Premises (and such repair(s) or replacement did not arise from damage caused by Tenant or its employees, agents, contractors, or invitees (collectively, "Tenant Parties"), or any Tenant Parties' failure to maintain or repair the Existing HVAC Units as required by the Lease or to otherwise comply with the Lease) as reasonably determined by Landlord, (ii) Landlord has received written notice thereof from Tenant, which notice shall reference, in ALL CAPITAL LETTERS, this Section 5 and contain a statement from an HVAC Contractor (as defined below) detailing the repairs and any replacement to be performed (the "Applicable Repair or Replacement") and a detailed estimate of the cost thereof (the "Estimate") and Landlord shall have had a reasonable opportunity to confirm the need for such Applicable Repair or Replacement, and (iii) the cost of the Applicable Repair or Replacement exceeds Tenant's HVAC Repair Cap (as hereinafter defined), then, as time is of the essence, within forty-eight (48) hours of receipt of the Estimate, Landlord shall either (x) elect to make the Applicable Repair or Replacement itself, in which event Tenant shall reimburse Landlord an amount equal to the then unexpended Tenant's HVAC Repair Cap with respect to the particular Lease Year within ten (10) days after receipt of an invoice therefor, or (y) permit Tenant's HVAC Contractor to make the Applicable Repair or Replacement, in which case Landlord shall reimburse Tenant for those amounts paid by Tenant to Tenant's HVAC Contractor for the Applicable Repair or Replacement up to the maximum amount set forth in the Estimate and less the then unexpended Tenant's HVAC Repair Cap for the particular Lease Year within thirty (30) days after receipt of Tenant's written demand therefor provided that such demand includes copies of all paid invoices relating to the Applicable Repair or Replacement and statutorily conforming, unconditional final lien waivers from Tenant's HVAC Contractor (including any subcontractors and materialmen) evidencing that no liens can arise from the performance of the Applicable Repair or Replacement. If Landlord fails to respond within such 48-hour period and such failure continues for an additional twenty-four (24) hours after Tenant notifies Landlord thereof, then Landlord shall be deemed to have elected to permit Tenant's HVAC Contractor to make the Applicable Repair or Replacement. If Landlord elects (or is deemed to have elected) to permit Tenant to perform the Applicable Repair or Replacement, it may offset any amounts then owed by Tenant to Landlord against any amounts owed by Landlord to Tenant under this Section 5. Notwithstanding the foregoing, if and when a new HVAC unit to service the Premises is installed to replace an Existing HVAC Unit, Landlord's obligations under this Section 5 with respect to the particular Existing HVAC Unit, which was replaced, shall terminate automatically, at which time Tenant shall be solely responsible, pursuant to Section 10.01 of the Lease, for all repairs, maintenance or replacements to such Existing HVAC Unit. Notwithstanding anything to the contrary set forth herein, while Landlord's obligations under this Section 5 remain in effect, Tenant shall be responsible for any repairs, replacements and maintenance to (i) the Condenser Unit, and (ii) the Existing HVAC Units, which repairs, replacements and maintenance to the Existing Units (x) do not exceed the Tenant's HVAC Repair Cap for any particular Lease Year, (y) result from damage caused by Tenant Parties or from any Tenant Parties' failure to maintain or repair the Existing HVAC Units as required by this Lease or to otherwise comply with this Lease, regardless of the cost of any such repairs, maintenance or replacements, or (z) are covered by the HVAC Service Contracts (as hereinafter defined) (or if Tenant fails to maintain same, would be covered by the HVAC Service Contracts if obtained pursuant to this Lease). In addition, whenever Landlord's expenses incurred pursuant to this Section 5 are covered by insurance maintained by Tenant, Tenant shall use all commercially reasonable efforts to obtain the proceeds and any

insurance proceeds shall be deducted from the cost of any Applicable Repair or Replacement before determining whether it exceeds the Tenant's HVAC Repair Cap. Nothing in this Section 5 shall require Landlord to perform ordinary maintenance on the Existing HVAC Units and Tenant's obligations to obtain and maintain service and maintenance contracts with an HVAC Contractor, or Tenant's staff provided that such staff is licensed, insured and qualified to perform and satisfy the applicable service and maintenance obligations, to carry out a program of regular maintenance and repair of the HVAC system serving the Premises under Section 10.01 of the Lease (the "HVAC Service Contracts") shall apply, without limitation, to the Existing HVAC Units. Further, nothing in this Section 5 shall require Landlord to perform maintenance, repair and/or replace any HVAC unit other than the Existing HVAC Units. The term "Tenant's HVAC Repair Cap" means with respect to any particular Lease Year an aggregate of Seven Hundred Fifty and 00/100 Dollars ($750.00) for all of the repairs to, and/or any replacement of, the Existing HVAC Units, which Tenant's HVAC Repair Cap must be paid in addition to the cost Tenant incurs to maintain the HVAC Service Contracts. The term "HVAC Contractor" shall mean a contractor licensed to do business where the Property is located and bonded with the requisite experience and qualifications to perform HVAC repairs, maintenance and replacements."

6. Exclusive Use.

(a) Subject to the express provisions of this Section 6, Landlord shall not enter into a new lease that permits the tenant thereunder to use any portion of the Property then owned by Landlord as a Competing Business (as hereinafter defined). For purposes of this Section 6, a "Competing Business" means any full-service restaurant or limited-service restaurant primarily serving steak-house-quality and style beef and/or shellfish entrées with price points that average $25.00 or more per item (each, a "Steak House Food Item", and collectively, "Steak House Food"). For purposes hereof, "primarily serving" means that more than forty percent (40%) of such restaurant's entrée menu items consist of Steak House Food; provided, however, that each size or topping or combination of toppings shall in no event constitute a separate menu item. Each of the following shall be deemed a Competing Business (provided, however, that if any of the following do not technically satisfy the definition of a Competing Business, then although each is deemed to be a Competing Business, none shall be deemed to expand by implication or otherwise the definition of Competing Business): Long Horn Steak, Outback Steakhouse, Texas Roadhouse, The Keg Steakhouse & Bar, HiFalutin Rapid Fire Western Grill, Fleming's Steakhouse, Morton's Steakhouse, Sullivan's Steakhouse, Silver Saddle Steakhouse, Black Angus, and Bob's Steak and Chop House. For purposes of this Lease, "full-service restaurant" shall mean a restaurant where food and drink orders are primarily taken from, and served to, seated customers at tables by wait staff and "limited-service restaurant" shall mean a restaurant where food and drink orders are primarily taken from a counter, but are served to seated customers at tables by wait staff.

(b) The restriction contained in subsection (a) above shall not apply (i) to present tenants or other occupants of the Property or to their successors, assigns or replacements (collectively, "Existing Tenant") except, with respect to replacements only, the restriction contained in subsection (a) above shall apply to any replacement to the extent that the current use of the Property by any such replacement substantially changes after the Effective Date, (ii) to any tenant or occupant that now or in the future, owns, leases or occupies seventy-five percent (75%) or more of the space currently operated as a Whole Foods, (iii) during the last six (6) months of the Lease Term, or (iv) to any fast food restaurants or drive-through operations.

(c) Landlord shall not be deemed to have violated subsection (a) above unless Landlord's lease with a new tenant fails to prohibit the operation of a Competing Business and the new tenant uses its premises for the operation of a Competing Business. Tenant shall send written notice to Landlord of any breach of the covenant set forth in subsection (a) above (the "Exclusive Breach Notice") on or before the earlier of: (x) the date which is ninety (90) days after the date a tenant in the Property first commences the Competing Business in violation of subsection (a) above, and (y) fifteen (15) days after Tenant discovers such breach. Tenant shall be deemed to have waived subsection (a) violations with respect to which Tenant does not timely deliver the Exclusive Breach Notice.

(d) [Reserved].

(e) Subsection (a) above shall lapse and be of no further force or effect in the event that (1) any action or proceeding is commenced against Landlord under a federal or state antitrust law or similar statute based on subsection (a), (2) subsection (a) or a similar provision is held to be invalid or illegal by any court or agency of

competent jurisdiction; provided, however, that subsection (d) shall remain in full force and effect, (3) any Event of Default exists under this Lease, (4) Tenant fails to open for business in the Premises on or before the date set forth in Section 1.01(f) of this Lease, (5) Tenant fails to continuously operate for the Permitted Use during the entire Tenant's Minimum Hours in violation of Section 8.03 of this Lease, or (6) Tenant assigns its rights under this Lease or sublets all or any portion of the Premises other than a Permitted Transfer.

7. Restaurant Provisions.

Without limiting Tenant's obligations elsewhere under this Lease, Tenant shall provide the following services and maintenance at its sole cost and expense:

(a) Tenant shall cause extermination services, including treatment for insects, spiders, rats, mice, moles and other rodents, to be provided to the Premises by a reputable exterminator on a monthly basis, or more often as Landlord, in Landlord's reasonable discretion, may require. The kitchen area shall be thoroughly cleaned every evening by mopping all floors and cleaning all vertical and horizontal surfaces. No uncleaned dishes or cooking utensils shall be left on or in the Premises overnight. The dining area shall also be kept free of all visible dirt. Carpeting shall be vacuumed as needed throughout the day and shall be professionally cleaned no less than once each month. Further, Tenant agrees to keep the area in the proximity of Tenant's dumpster clean and hosed down, and agrees to exercise special care in its handling of garbage, waste, and refuse and will remove such materials from the Property as frequently as is necessary in order to prevent pests from entering the Premises or the Property. In the event any such pests are discovered in or about the Premises, Tenant will immediately take all necessary and appropriate measures to relieve the Property of such pests.

(b) In order to eliminate the problem of sewer back-ups and health hazards, Tenant shall install and maintain grease traps in the Premises, the type and manner of installation of such grease traps being subject to Landlord's prior written approval and all applicable Laws, and shall establish a quarterly cleaning program with respect thereto. In addition to the quarterly cleaning of the grease traps, Tenant shall use "Cloroben PT" or a similar type of chemical in all drain lines, in accordance with the manufacturer's recommendations, to help dissolve any grease build-up. Tenant shall provide Landlord with copies of its cleaning contract for its grease traps and its extermination contracts prior to opening for business in the Premises. Without limitation of any of the foregoing, Tenant shall do whatever is necessary in order to maintain properly the grease trap and prevent, at all times, any overflow or discharge of grease at the surface of the grease trap manhole or other access point. The grease trap and all plumbing pipes shall be rooted and cleaned regularly and as often as necessary to prevent clogging or discharge. In the event of any such overflow or discharge, Tenant shall be responsible for all costs of cleanup of the overflow or discharge, including all costs of removing grease, and repair, restoration or replacement of property damaged by such overflow or discharge.

(c) Tenant agrees that any hoods, ducts, grease filters and/or other surface cooking equipment, including, but not limited to, deep fat fryers, shall be protected by a UL listed automatic fire extinguishing system or other automatic dry chemical extinguishing device, in either case approved by Landlord. If gas is used at the Premises, Tenant shall install and maintain gas cut-off devices (manual and automatic) as shall be approved by Landlord. Any solid fuel cooking operations (i.e., wood burning stoves) shall be inspected monthly. Any fire suppression equipment used in the cooking hood shall be inspected at least two (2) times per Lease Year and the results thereof shall be provided to Landlord.

(d) The kitchen exhaust systems, including roofing hoods, ducts and fans used in connection with the kitchen operation, whether located in or outside of the Premises, shall be maintained by Tenant in good condition so as to meet the highest standard of cleanliness and health. Tenant shall establish a quarterly (or more frequent as conditions may warrant in Landlord's reasonable discretion) cleaning program with respect thereto. Tenant shall provide Landlord with a copy of its cleaning contract for the exhaust system prior to opening for business. Tenant shall do whatever is necessary in order to properly maintain the exhaust system. In the event of discharge, Tenant shall be responsible for all costs of clean up, including all costs of repair, restoration or replacement of property damaged by such discharge. Tenant's cleaning contract shall provide for grease deposit removal from all surfaces (powder coating is not permitted). Prior to opening for business in the Premises, Tenant shall also provide and install, at Tenant's cost and expense, grease roof protection pads on the roof above the Premises at each grease bearing exhaust outlet.

(e) Tenant shall store all trash and other waste in odor and vermin proof containers, such containers to be kept in temperature controlled areas not visible to members of the public. Tenant shall, at Tenant's expense, attend to the frequent (no less than daily) disposal of such materials. Trash removal must be done by Tenant using containers approved by Landlord and at such times and in such manner as Landlord may reasonably direct and subject to such rules and regulations in respect thereto as Landlord may, from time to time, adopt.

(f) Tenant shall make the following items part of a continuing maintenance program in order to reduce the possibility of fire: (i) cooking hood filters and/or grease extractors shall be cleaned weekly; (ii) the entire exhaust system shall be inspected by a properly trained, qualified, and certified company or person quarterly and any such inspection report shall be provided to Landlord; (iii) after inspection, if components are found to be contaminated with deposits from grease laden vapors, the entire exhaust system (hoods, grease removal devices, fans, ducts, and other included appurtenances) shall be cleaned by a properly trained, qualified and certified company or person, which cleaning shall be to bare metal using mechanical means (scraping, washing, steam cleaning, etc.) and not coated with chemicals or powder, and a certificate of service shall be provided by any contracted service and delivered to Landlord; and (iv) Tenant shall install (and maintain and replace as necessary) a fire extinguishing system within the hood and duct of the cooking facility which satisfies the requirements now and hereafter established by municipal codes and Landlord's insurer and shall provide Landlord with a certificate that same has been installed.

(g) Tenant acknowledges that the operation of a restaurant can cause odors in and about the Premises. Tenant shall not cause or permit objectionable (in Landlord's reasonable determination) smells or odors to emanate or dissipate from the Premises. To this end, Tenant, at its sole cost and expense, shall properly vent and exhaust odors, smoke or fumes, from the Premises, installing, prior to opening the Premises for business and in compliance with all applicable Laws, such system or systems to accomplish the same as Landlord, in the exercise of its reasonable judgment, shall require. All such ventilation and exhaust systems shall be consistent with Tenant's Work and approved in writing by Landlord. If Landlord provides written notice to Tenant regarding the existence of any such objectionable smells or odors, then Tenant shall, within thirty (30) days following the date of said notice, take all steps as may be necessary in order to remediate or eliminate, to Landlord's reasonable satisfaction, said objectionable smells or odors, and any failure to do so on the part of Tenant shall constitute an Event of Default hereunder. In the event of any such Event of Default, Landlord shall have the right to enter the Premises and to undertake, at Tenant's sole cost and expense (including the cost of any related administration or management fees incurred by Landlord in connection therewith), any necessary repairs, modifications or other actions in order to remediate or eliminate said smells or odors.

(h) Tenant agrees to (i) maintain all queuing which occurs due to the use of the Premises, in an orderly fashion whether such queuing occurs inside or outside of the Premises; and (ii) keep all crowds which may gather due to the use of the Premises, under control whether such crowds gather inside or outside the Premises. If Landlord determines, in its sole judgment, that Tenant has not complied with the foregoing provisions of this subsection (h), Tenant will, upon Landlord's direction and at Tenant's sole cost and expense: (A) hire a security guard or guards, and/or (B) install temporary and removable crowd control devices in areas designated by Landlord. Tenant agrees to follow Landlord's other directions regarding orderly queuing and crowd control.

(i) If required to for the operation of the Permitted Use or as otherwise reasonably required by Landlord, Tenant will install a fryer oil management system similar to RTI's MaxLife System (http://www.rti-inc.com) with tanks installed within the Premises or on the exterior of the Premises to eliminate oil-related damage to exterior of the Premises. The type, location and manner of installation of the same is subject to Landlord's prior written approval.

(j) Tenant shall comply with all recommendations of Landlord's insurers with respect to kitchen and fire protection systems and shall perform regular inspections in connection therewith. The frequency and scope of such inspections shall be as required by Landlord or Landlord's insurer. Tenant shall deliver a copy of such inspection report to Landlord upon completion thereof. Any deficiencies set forth in such report shall be immediately corrected by Tenant at its sole cost and expense, and evidence of such correction shall be provided to Landlord.

(k) If Tenant fails to comply with any of the provisions of this Section 7, it shall be an Event of Default under this Lease, and in addition to any rights of Landlord under this Lease, at law or in equity, Landlord shall

have the right to perform such work on Tenant's behalf and Tenant shall reimburse Landlord for the cost and expense thereof. In addition, if Tenant fails to deliver any of the certificates or other documents required pursuant to this Section 7 when due or if Tenant fails to install the management system described above (if applicable), and such failure continues for more than two (2) business days after receipt of notice from Landlord, Tenant shall pay Landlord liquidated damages in the amount of One Hundred Fifty and 00/100 Dollars ($150.00) per day for each day during which such failure shall continue.

8. Outdoor Seating Area.

The tenant, which previously occupied the Premises, used a certain portion of the sidewalk immediately adjacent to the front and side of the Premises as an outdoor seating area (the "Existing Outdoor Seating Area"). Additionally, Tenant has requested the right to use an additional portion of the outdoor patio adjacent to the back of the Premises as an outdoor seating area (the "Additional Outdoor Seating Area", and together with the Existing Outdoor Seating Area, collectively, the "Outdoor Seating Areas"). The Outdoor Seating Areas are marked and described on EXHIBIT A-1. Subject to the terms and conditions set forth herein, Landlord hereby grants Tenant a license to use the Outdoor Seating Areas.

(a) The Outdoor Seating Areas shall be used solely as a drinking and eating area in connection with the Permitted Use of the Premises and shall only be used during Tenant's Minimum Hours. The conceptual plans for the Additional Outdoor Seating Area are attached hereto and made a part hereof as EXHIBIT A-2 (the "Additional Outdoor Seating Area Conceptual Plans") and Landlord and Tenant hereby approve the design set forth in such conceptual plans subject to the qualifications and conditions set forth therein, if any. The location, design and number of tables and chairs and any umbrellas, and lights Tenant proposes to install or use in the Outdoor Seating Areas shall each be approved by Landlord as to design and materials and method of installation, if applicable. All tables, chairs, umbrellas and any other movable items in the Outdoor Seating Areas shall be properly secured and weighted and brought inside the Premises when the Premises are not open for business to the public. Any changes to the Outdoor Seating Areas shall be depicted on, and incorporated into, Tenant's Plans and any work with respect thereto shall be performed as part of Tenant's Work, and subject to Landlord's approval, pursuant to this Lease. Notwithstanding the foregoing, Landlord's approval of Tenant's Plans with respect to any Tenant's Work to the Additional Outdoor Seating Area shall not be unreasonably withheld or conditioned to the extent that Tenant's Plans are consistent with the content and design of the Additional Outdoor Seating Area Conceptual Plans.

(b) For so long as this Section 8 shall remain in effect, Tenant shall be responsible for all costs associated with the Outdoor Seating Areas, including, without limitation, all maintenance and repairs. Tenant shall keep the Outdoor Seating Areas clean, free of trash and debris and in good order, including cleaning the Outdoor Seating Areas at least once a day. If Tenant, its agents, servants, employees or invitees cause any damage to the Outdoor Seating Areas, Tenant shall immediately notify Landlord and Tenant shall, within ten (10) days following Landlord's request therefor, at Landlord's election, either repair any such damage or reimburse Landlord for all of Landlord's reasonable costs and expenses incurred in repairing any such damage (which reimbursement request shall include reasonably detailed supporting documentation for such costs and expenses). Tenant shall not be permitted to repair any such damage without Landlord's prior written consent.

(c) Tenant's use of the Outdoor Seating Areas shall be subject to all applicable Laws, which shall include, without limitation, Tenant obtaining, at its sole cost and expense, any governmental licenses, permits and approvals required for the Outdoor Seating Areas from applicable Governmental Authorities (collectively, the "Tenant's Outdoor Seating Permits"). In connection with obtaining Tenant's Outdoor Seating Permits, Tenant shall only submit to the applicable Governmental Authorities any plans and specifications or other documents, which have been approved by Landlord in advance.

(d) Tenant shall not be permitted to erect any signage within the Outdoor Seating Area.

(e) Tenant shall not be entitled to unreasonably interfere with pedestrian passage through or ingress or egress to or from the Outdoor Seating Areas or any adjacent Common Areas.

(f) For so long as this Section 8 shall remain in effect, Tenant shall include the Outdoor Seating Areas within the coverage provided under Tenant's commercial general liability insurance policy described in Section 14.02(a)(1) of the Lease but shall have no obligation to pay Minimum Rent for the Outdoor Seating Areas and no

portion of the Minimum Rent payable hereunder shall be attributable thereto.

(g) Subject to the provisions of Section 14.02(d) of the Lease, Tenant agrees, to the fullest extent permitted by law, and for so long as this Section 8 shall remain in effect, to indemnify, hold harmless, and defend Landlord's Indemnitees (as defined in Section 8.06 of the Lease), from and against any and all claims, losses, actions, damages, liabilities, and expenses (including reasonable attorneys' fees and disbursements) that (i) arise from or are incurred in connection with Tenant's possession, use, occupancy, management, repair, maintenance, or control of all or any part of the Outdoor Seating Areas or that relate in any other manner to the business conducted by Tenant in the Outdoor Seating Areas, (ii) arise from or are in connection with any willful or negligent act or omission of Tenant or its agents, employees, or contractors in the Outdoor Seating Areas, or (iii) arise from injury or death to individuals or damage to property sustained within the Outdoor Seating Areas. Landlord may, at its option, require Tenant to assume Landlord's defense in any action covered by this Section 8 through counsel reasonably satisfactory to Landlord. Tenant shall not be obligated under this Section 8 to indemnify Landlord's Indemnitees against any loss, liability, damage, cost, or expense arising out of a claim for damage caused by the willful or negligent acts or omissions of Landlord or its agents, employees, or contractors.

(h) Upon the expiration or earlier termination of Tenant's right to use the Outdoor Seating Areas, Tenant shall surrender possession of the Outdoor Seating Areas to Landlord in good order and condition free of any improvements made by Tenant and any Personal Property and shall repair any damage to the Outdoor Seating Areas, Premises and/or the Property caused by such removal. If Tenant fails to timely remove said items, they shall be considered as abandoned and shall become the property of Landlord, or Landlord may have them removed and disposed of at Tenant's cost and expense.

Notwithstanding anything in the Lease to the contrary, in the event that Landlord shall notify Tenant that Tenant has breached its obligation to maintain the Outdoor Seating Areas and, if Tenant fails to cure its breach within two (2) business days after receipt of such notice, then, in addition to any rights of Landlord under this Lease, at law or in equity, Tenant shall pay Landlord liquidated damages in the amount of One Hundred Fifty and 00/100 Dollars ($150.00) per day for each day during which such failure shall continue.

9. Valet.

(a) Subject to compliance with applicable Laws, and provided that the same is permitted thereby, and the terms and conditions hereinafter set forth, Landlord, or its designees, shall operate, or cause to be operated a valet parking service for certain tenants at the Property on weekend nights only during dinner hours (i.e., Friday, Saturday and Sunday from 5:00 p.m. to 11:00 p.m.) (the "Valet Program" and the operator thereof, the "Valet Operator"). The location of the Valet Operator on the Property shall be as approximately shown on EXHIBIT A-3 attached hereto and made a part hereof, which location shall be subject to change in Landlord's sole, but reasonable, discretion. The Valet Operator shall have the non-exclusive right to cross over and use, in common with Landlord and all tenants and occupants of the Property and their customers, certain portions of the Common Areas as designated from time to time by Landlord. The Valet Program, during the times that is available to the public, shall be operated in a manner substantially similar to valet parking services operated in comparable shopping centers in the same market area as the Property. The Valet Program shall be provided at a cost to customers of Tenant and the other tenants participating in the Valet Program as reasonably determined by Landlord and the Valet Operator. Landlord hereby disclaims all liability to Tenant and anyone claiming by, through or under Tenant for and with respect to any costs, damages, claims, liabilities and expenses (including, without limitation, attorneys' fees), losses and court costs that result from and/or are caused by such Valet Program (including, without limitation the operation thereof) unless solely due to the negligence or willful misconduct of Landlord. Landlord and/or the Valet Operator shall have the right from time to time to make such changes in the Valet Program as Landlord and/or the Valet Operator may reasonably determine. At Tenant's request, Landlord will implement a (or allow Tenant to participate in any existing) validation program in connection with the Valet Program, whereby Tenant pays Landlord the cost of the validated valet parking ticket on no more frequently than a monthly basis, based on an invoice delivered to Tenant by Landlord, which cost to Tenant per validated ticket shall not be greater than the cost per validated ticket charged to other tenants of the Property in connection with the valet parking operation.

(b) The cost to operate and maintain the Valet Program, as such cost may change from time to time (the "Valet Program Cost") shall be apportioned as set forth in this subsection (b). Landlord shall contribute to the

Valet Program an amount not to exceed Seven Hundred Fifty and 00/100 Dollars ($750.00) per month (i.e., not to exceed Nine Thousand and 00/100 Dollars ($9,000.00) per annum) ("Landlord's Valet Contribution"). The Valet Program Cost less Landlord's Valet Contribution shall be shared equally by and among Tenant and any other tenants who elect to participate therein and paid to Landlord in equal installments, as Additional Rent, on a monthly basis within ten (10) days after demand therefor. In the event that no tenants, other than Tenant, elect to participate in the Valet Program, then Tenant shall be solely responsible to pay to Landlord the Valet Program Cost less Landlord's Valet Contribution and in such instance, Tenant shall have the right to elect to have Landlord cease operating the Valet Program on no less than thirty (30) days prior written notice to Landlord. Furthermore, notwithstanding the foregoing, if more than three (3) tenants (including Tenant) participate in the Valet Program, Landlord's Valet Contribution shall be reduced so that each participant (including Landlord) is paying an equal amount of the Valet Program Cost. In the event that Landlord does not receive the full amount of the Valet Program Cost less Landlord's Valet Contribution on more than one (1) occasion in any consecutive twelve (12) month period, then, notwithstanding anything to the contrary set forth in this Lease, Landlord shall have no further obligation to operate the Valet Program and Landlord may cease the operation thereof upon notice to Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease Agreement as of the date first above written.

WITNESS:

LANDLORD:

GRI CASAS ADOBES, LLC,
a Delaware limited liability company

By: Global Retail Investors, LLC,
a Delaware limited liability company,
its Sole Member

By: First Washington Realty, Inc.
a Maryland corporation,
its Manager

By: _____ [SEAL]
Jeffrey S. Distenfeld
Executive Vice President

_____
Name:

ATTEST/WITNESS:

TENANT:

1922 CASA LLC, an Arizona limited liability company

Leonard Levine
Name: _____

By: _____ [SEAL]
Name: Raymond G. Flores
Title: Member

Leonard Levine
Name: _____

By: _____ [SEAL]
Name: Carlotta M. Flores
Title: Member

LEONARD LEVINE
Notary Public - Arizona
Pima County
My Commission Expires
June 29, 2019

GUARANTY AGREEMENT FEB, 22, 2019

THIS GUARANTY AGREEMENT (this "Guaranty") is made as of 526-44-4086, 2019, by Raymond G. Flores and Carlotta M. Flores, individuals and husband and wife, jointly and severally (collectively, "Guarantor"), having an address at 3065 W. Glenn Point Lane, Tucson, Arizona 854745, and social security numbers of 527-70-9215 and 526-44-4086, in favor of GRI Casas Adobes, LLC, a Delaware limited liability company ("Landlord"), having an address at c/o First Washington Realty, Inc., 4350 East-West Highway, Suite 400, Bethesda, Maryland 20814, Attn: General Counsel.

WHEREAS, Landlord has leased to 1922 Casa LLC, an Arizona limited liability company ("Tenant") certain space (the "Premises") located in Casas Adobes Plaza Shopping Center, pursuant to that certain Lease Agreement by and between Landlord and Tenant dated as of _____, 2019 (the "Lease"). All capitalized terms used but not defined in this Guaranty shall have the same meanings ascribed to them in the Lease;

WHEREAS, Guarantor is materially benefited by the Lease, and the undertaking by Guarantor to execute and deliver this Guaranty is a material inducement to Landlord to enter into the Lease.

NOW, THEREFORE, Guarantor agrees with Landlord as follows:

1. Each of the foregoing recitals and representations forms a material part of this Guaranty and is incorporated herein by this reference. Subject to Section 13 hereof, Guarantor unconditionally and irrevocably guarantees that all sums stated in the Lease to be payable by Tenant shall be promptly paid in full when due in accordance with the Lease and that Tenant shall timely perform and observe its covenants thereunder. If a default shall be made by Tenant in the payment of any rent or any other sum or charge payable by Tenant under the Lease, or if Tenant should default in the performance and observance of any of the covenants, terms, conditions or agreements contained in the Lease, then Guarantor shall pay, perform or observe the same regardless of: (a) any defense or right of offset or counterclaim which Tenant or Guarantor may have or assert against Landlord, (b) whether Landlord shall have taken any steps to enforce any rights against Tenant or any other person, (c) any termination of the Lease as a result of Tenant's default, or (d) any other condition or contingency related to Tenant's obligation to perform under the Lease. This Guaranty is a continuing guaranty and is irrevocable, unconditional and absolute. All of the obligations of Tenant under the Lease are sometimes referred to collectively as, the "Guaranteed Obligations".

2. Guarantor's obligations and covenants under this Guaranty shall in no way be affected or impaired by reason of the happening from time to time of any of the following, whether or not Guarantor has been notified thereof or consented thereto: (a) Landlord's waiver of the performance or observance by Tenant, Guarantor or any other party of any covenant or condition contained in the Lease or this Guaranty; (b) any extension, in whole or in part, of the time for payment by Tenant or Guarantor of any sums owing or payable under the Lease or this Guaranty, or of any other sums or obligations under or arising out of or on account of the Lease or this Guaranty; (c) the renewal or extension of Lease Term, or any holdover beyond the Lease Term; (d) any assignment of the Lease or subletting of the Premises or any part thereof; (e) any modification or amendment (whether material or otherwise) of any obligations of Tenant or Guarantor under the Lease or this Guaranty; (f) the doing or the omission of any act referred to in the Lease or this Guaranty (including the giving of any consent referred to in the Lease or this Guaranty); (g) Landlord's failure or delay to exercise any right or remedy available to Landlord or any action on the part of Landlord granting indulgence or extension in any form whatsoever; (h) the voluntary or involuntary liquidation, dissolution, sale of any or all of the assets, marshaling of assets and liabilities, receivership, conservatorship, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or other similar proceeding affecting Tenant or Guarantor or any of Tenant's or Guarantor's assets; (i) the release of Tenant or Guarantor from the performance or observation of any covenant or condition contained in the Lease or this Guaranty by operation of law, (j) the release or modification of any of the obligations of any other guarantor of any of Tenant's obligations under the Lease, or (k) any act, thing, omission or delay that might, in any manner, or to any extent (whether material or otherwise), vary the risk of Guarantor or that would otherwise operate as a discharge of Guarantor as a matter of law. Guarantor further agrees and covenants with Landlord that (i) each Tenant default under the Lease shall give rise to a separate cause of action, and separate suits may be brought hereunder as each cause of action arises; (ii) without affecting, modifying, altering, releasing or limiting the liability of Guarantor or any other person liable or who may become liable under

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed as of the date first above written.

WITNESS:

Name:

Name:

GUARANTOR:

[SEAL]
Raymond G. Flores

[SEAL]
Carlotta M. Flores

LEONARD LEVINE
Notary Public - Arizona
Pima County
My Commission Expires
June 29, 2019

Save Retrieve New Reports Remember

New Application

New Application #52507 (In Review)
License: - CHARRO VIDA (1922 CASA LLC)

Created: Feb 22, 2019 Completed: mmm d, yyyy
Created By: Kevin Kramber (submitted online)

Details | Processes | Online Application Details | Online Information Requests | Fees & Payments | Case Notes | Documents

*Application Received: Feb 28, 2019
Region: 10 - Pima
*Request Lottery License: ○ Yes ◉ No ○ (none)

Default Assignments

*Reviewer 1: Venidici Pima
*Reviewer 2: Jennifer Benson
*Approver: Venidici Pima

Related Information

License
License (pending) - 012 Restaurant
CHARRO VIDA (1922 CASA LLC)

Licensee (Legal Entity)
1922 CASA LLC
Limited Liability Company

Premises
CHARRO VIDA (Restaurant)
7109 N ORACLE Road

Create a new...

Inspection
Application Case

Enter Additional Information

60TH DAY- April 29, 2019

105TH DAY- June 13, 2019

Save Retrieve New Reports Remember

New Applicatio

New Application #52511 (Distribute)
License: INP100005047 - CHARRO VIDA (1922 CASA LLC)

Created: Feb 22, 2019 Completed: mmm d, yyyy
Created By: Kevin Kramber (submitted online)

Details | Processes | Online Application Details | Online Information Requests | Fees & Payments | Case Notes | Documents

*Application Received: Feb 22, 2019
Region: 10 - Pima

Default Assignments

*Reviewer 1: Venidici Pama
*Reviewer 2: Jennifer Benson
*Approver: Venidici Pama

Related Information

License
License INP100005047 (Active) - INP Interim Permit
CHARRO VIDA (1922 CASA LLC)

Licensee (Legal Entity)
1922 CASA LLC
Limited Liability Company

Premises
CHARRO VIDA (Restaurant)
7109 N ORACLE Road

Create a new...

Application Case

Accepted Application

Date Application Accepted 2-25-19

CSR Name AP

License Type #12 w/ IP

Application Review 2-26-19

No. of times Application Request for more Information _____

2-26-19

Date Application Ready to Process 2-28-19

Certificate # AZB - 39

☐ On-sale
☐/ Off-sale
☑ On- and off-sale

Certificate of Completion
For
Title 4 BASIC Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Carlos E. Bobo
Full Name (please print)

Signature

8/28/17 — 8/28/20
Training Completion Date — Certificate Expiration Date (three years from completion date)

Training Provider Information

Arizona Liquor Training Associates (A.L.T.A)
Company Name

PO Box 851 Vail, Arizona 85641
Mailing Address

520-338-8705
Daytime Contact Phone Number

I, **Arturo Zacarias**, certify that the above named individual did successfully complete
Instructor Name (please print)
Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Instructor Signature — 28 / 8 / 2017 (Day / Mo / Year)

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
Restaurant (series 12)	In-state Farm Winery (series 13)		Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.
July 11, 2013

Certificate # AZM-14

Certificate of Completion
For
Title 4 **MANAGEMENT** Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the certificate is signed by the course participant.

Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a state-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Gabriel Bass
Full Name (please print)

Signature

8/28/17
Training Completion Date

8/28/20
Certificate Expiration Date
(three years from completion date)

Training Provider Information

Arizona Liquor Training Associates (A.L.T.A)
Company Name

PO Box 851 Vail, Arizona 85641
Mailing Address

520-338-8705
Daytime Contact Phone Number

I, **Arturo Zacarias**, certify that the above named individual did successfully complete
Instructor Name (please print)
Title 4 MANAGEMENT Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Instructor Signature

28 / 8 / 2017
Day Mo Year

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July 11, 2013