

Fill in this information to identify the case:

Debtor CBC Restaurant Corp.

United States Bankruptcy Court for the: _____ District of Delaware
(State)

Case number 23-10245

Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>1301 East Gladstone Street Investors LLC</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? <u>1301 East Gladstone Street Investors LLC</u> <u>c/o Clark Hill PLC</u> <u>Robert P. Franke</u> <u>901 Main Street, Suite 6000</u> <u>Dallas, TX 75202</u> Contact phone <u>214-651-2099</u> Contact email <u>bfranke@clarkhill.com</u>	Where should payments to the creditor be sent? (if different) <u>Vestar</u> <u>c/o Cynthia Pearce Vargas</u> <u>7575 Carson Boulevard</u> <u>Long Beach, CA 90808</u> Contact phone <u>562- 420-5107</u> Contact email <u>cpearcevargas@vestar.com</u>
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: __ __ __ __
7. How much is the claim?	\$ <u>30,683.31</u> Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.</p> <p><u>Lease Agreement. See attached claim summary.</u></p>
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature or property: <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ <u>30,683.31</u>
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 05/18/2023
MM / DD / YYYY

/s/Cynthia Pearce Vargas
Signature

Print the name of the person who is completing and signing this claim:

Name Cynthia Pearce Vargas
First name Middle name Last name

Title Assistant Property Manager

Company Vestar
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 7575 Carson Boulevard , Long Beach, CA, 90808

Contact phone 562-420-5107

Email cpearcevargas@vestar.com



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (877) 725-7534 | International (424) 236-7243

Debtor: 23-10245 - CBC Restaurant Corp. District: District of Delaware		
Creditor: 1301 East Gladstone Street Investors LLC c/o Clark Hill PLC Robert P. Franke 901 Main Street, Suite 6000 Dallas, TX, 75202 Phone: 214-651-2099 Phone 2: Fax: Email: bfranke@clarkhill.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Disbursement/Notice Parties: Vestar c/o Cynthia Pearce Vargas 7575 Carson Boulevard Long Beach , CA, 90808 Phone: 562- 420-5107 Phone 2: Fax: E-mail: cpearcevargas@vestar.com DISBURSEMENT ADDRESS		
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Lease Agreement. See attached claim summary.	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 30,683.31	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: Yes, 30,683.31 Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Cynthia Pearce Vargas on 18-May-2023 6:08:04 p.m. Eastern Time Title: Assistant Property Manager Company: Vestar		

Optional Signature Address:

Cynthia Pearce Vargas
7575 Carson Boulevard

Long Beach, CA, 90808

Telephone Number:

562-420-5107

Email:

cpearcevargas@vestar.com

United States Bankruptcy Court for the District of Delaware		
Indicate Debtor against which you assert a claim by checking the appropriate box below. (Check only one Debtor per claim form.)		
<input checked="" type="checkbox"/> CBC Restaurant Corp. (Case No. 23-10245)	<input type="checkbox"/> Corner Bakery Holding Company (Case No. 23-10246)	<input type="checkbox"/> CBC Cardco, Inc. (Case No. 23-10247)

Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Other than a claim under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of the case.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed.

Part 1: Identify the Claim		
1. Who is the current creditor?	<u>1301 East Gladstone Street Investors LLC</u> <small>Name of the current creditor (the person or entity to be paid for this claim)</small> Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? <small>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</small>	Where should notices to the creditor be sent? <u>Robert P. Franke</u> <small>Name</small> <u>901 Main Street, Suite 6000</u> <small>Number Street</small> <u>Dallas, Texas 75202</u> <small>City State ZIP Code</small> <u>USA</u> <small>Country</small> Contact phone <u>214-651-2099</u> Contact email <u>bfranke@clarkhill.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Where should payments to the creditor be sent? (if different) <u>Vestar c/o Cynthia Pearce Vargas</u> <small>Name</small> <u>7575 Carson Boulevard</u> <small>Number Street</small> <u>Long Beach, CA 90808</u> <small>City State ZIP Code</small> <u>USA</u> <small>Country</small> Contact phone <u>562-420-5107</u> Contact email <u>cpearcevargas@vestar.com</u>
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ <div style="text-align: right;"><small>MM / DD / YYYY</small></div>	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____
7. How much is the claim?	\$ <u>30,683.31</u> Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>Lease Agreement. See attached claim summary.</u>
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ <u>30,683.31</u>
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

Amount entitled to priority

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

☐ Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 5/18/23
MM / DD / YYYY

Cynthia Pearce Vargas
signature

Print the name of the person who is completing and signing this claim:

Name Cynthia Pearce Vargas
First name Middle name Last name

Title Assistant Property Manager

Company Vestar
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 7575 Carson Boulevard
Number Street

Long Beach, California 90808
City State ZIP Code Country

Contact phone 562-420-5107 Email cpearcevargas@vestar.com

CLAIM SUMMARY

Case: 23-10245

Debtor: CBC Restaurant Corp.

Claimant: 1301 East Gladstone Street Investors LLC

I. Background

On December 15, 2020, CBC Restaurant Corp. (the “**Debtor**”) entered into the Lease Agreement (the “**Lease Agreement**”) with Diamond Ridge Development, LLC predecessor-in-interest to 1301 East Gladstone Street Investors LLC (“**East Gladstone**”) to lease the premises located at Diamond Ridge Marketplace in Glendora, California (the “**Premises**”). Prior to the Petition Date, the Debtor and East Gladstone entered into two amendments to the Lease Agreement, which among other things extended the rental period to December 31, 2032, and partially abated rent from January 2021 through June 30, 2021 (the “**Lease Amendments**”). Pursuant to the Lease Agreement, as amended, the Debtor is obligated to East Gladstone for monthly rent and additional rent including taxes, insurance and common area maintenance fees (the “**Lease Obligations**”). Copies of the Lease Agreement and Lease Amendments are attached as **Exhibit A**.

II. Pre-Petition Claim

As of the Petition Date, the Debtor was in default under the terms of the Lease Agreement for the failure to pay the Lease Obligations. Accordingly, East Gladstone is entitled to the payment of the Lease Obligations that were owed as of the Petition Date and a prepetition claim in the amount of \$30,683.31 (“**Outstanding Prepetition Amounts**”). Attached as **Exhibit B** is a copy of the Aging Report reflecting the Outstanding Prepetition Amounts.

I. Reservation of Rights

In the event that the Debtor rejects the Lease Agreement, East Gladstone reserves its rights and remedies under the Bankruptcy Code to assert a claim for rejection damages including the costs to restore and repair damages to the Premises. This Claim does not waive or release: (i) any claim, right or interest of East Gladstone against any person or entity, also obligated to East Gladstone under the Lease Agreement and corresponding documents, (ii) any lien, right, interest or security interest in any property, or (iii) any collateral for amounts owed to East Gladstone.

EXHIBIT A

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is entered into as of May 18, 2007 (the "Effective Date"), between **DIAMOND RIDGE DEVELOPMENT, LLC**, a California limited liability company ("Landlord") and **CBC RESTAURANT CORP.**, a Delaware corporation ("Tenant").

ARTICLE I BASIC TERMS

1.1 In all instances, the basic terms set forth in this Article 1 are subject to the main body of the Lease.

Estimated Initial Monthly Payment:	Base Rent	\$10,725.00/mo
------------------------------------	-----------	----------------

Estimated Taxes	\$687.50/mo
-----------------	-------------

Estimated Insurance	\$137.50/mo
---------------------	-------------

Estimated Common Area Charges	\$550.00/mo
-------------------------------	-------------

Base Rent:	Lease Year	Per Square Foot Per Year
	1-5	\$39.00
	6-10	\$42.90
	(Option Period)	\$47.19
	11-15	\$51.91
	16-20	

Landlord's Broker: Bill Legier, The Colliers Seeley Company

Tenant's Broker: Mr. Jesse Rehmeier

Katz & Associates Corporation

Landlord's Notice Address: Diamond Ridge Development, LLC

48900 Milmont Drive

Fremont, CA 94538

With a copy to:

Martinez Law, PLLC

325 East 41st Street, Suite 305

New York, NY 10017

Rent Payment Address: Diamond Ridge Development, LLC

48900 Milmont Drive

Fremont, CA 94538

Tenant's Mailing Address:

CBC Restaurant Corp.

12700 Park Central Drive, Suite 1300

Dallas, Texas 75251

Attention: General Counsel

Re: CBC# 238

~~With a copy to:~~

~~Jenkins & Gilchrist P.C.~~

~~1445 Ross Avenue, Suite 3700~~

~~Dallas, Texas 75202~~

~~Attention: Laura P. Sims, Esq.~~

Possession Date: Defined in Article 7.

Premises: Approximately 3,300 square feet in Pad D.

Premises Address: ~~3141 Gladstone Street, Glendora, CA 91741~~

1385 Gladstone Street

Suite 300

Glendora, CA 91740

Center: Diamond Ridge Marketplace

Rent Commencement Date: The earlier of (1) the day that Tenant opens for business to the public, or (2) the one hundred thirty-fifth (135th) day after the latest of the following events occurs: (i) Landlord's approval of Tenants plans and specifications for the Premises, (ii) the expiration or waiver of Tenant's Conditions Period (as hereinafter defined).

Tenant's Proportionate Share: One and one tenth percent (1.1%)

Term: Primary Term: Ten (10) Lease Years, commencing on the Rent Commencement Date.

First Extended Term: Five (5) Lease Years

Second Extended Term: Five (5) Lease Years

Permitted Use: The operation of a bakery and/or restaurant with, at Tenant's option, a related bar, or any other lawful purpose so long as to not violate any use restrictions in the Center set forth on **Exhibit H** attached hereto. Items may be produced in the Premises for consumption on-site or off-site (with "to-go, delivery or catering service at Tenant's option) and sold at retail or wholesale or transferred to other stores of Tenant or its or its affiliates. Tenant may also utilize the Premises for the retail sale of general merchandise bearing the logo of the business operated by Tenant in the Premises.

Exclusive Use: Except for Tenants that are full service and/or are 6,000 square feet or larger, Landlord may not sell or lease space in the Center/Buildings to another restaurant who is primarily engaged in the selling of baked breads, sandwiches or salads (the "Exclusive Use"). Primary use shall be defined as fifteen percent (15%) or more in sales. By way of example only, Panera Bread or Atlanta Bread would be uses deemed to violate Landlord's covenant thereunder. However, sandwich shops such as Quiznos and Subway are acceptable. See Section 5.6. 5.7.

Security Deposit: None

LL

TE

ARTICLE 2 LEASE OF PREMISES

2.1 For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord hereby leases, demises and lets to Tenant, and Tenant hereby leases, hires and takes from Landlord the Premises, which are located in a portion of the building indicated on the Site Plan (herein so called) attached hereto as **Exhibit A** attached hereto (the "Building"), said Building being a part of the Diamond Ridge Shopping Center, located in the County of Los Angeles, State of California (the "Center"), as more particularly depicted on said Site Plan.

2.2 The Premises shall also include (except for purposes of determining square footage of the Premises and/or for determining the amount of any rental or charges based on such square footage) portions of the sidewalks immediately adjacent to the Premises as depicted on the Site Plan (the "Patio Area"). Tenant shall be responsible for any ordinary maintenance and repairs on the Patio Area and Landlord shall be responsible for any structural or foundation repairs to the Patio Area.

2.3 The Center will be subject to, among other recorded documents, that certain Declaration of Covenants, Conditions, Restrictions and Grant of Easements, executed by Landlord, to be recorded in the real property records of Los Angeles County, California (the "Declaration") in substantially the form submitted to Tenant during Tenant's Conditions Period. Landlord represents and covenants that it will comply with all terms of the Declaration.

ARTICLE 3 TERM

3.1 The Primary Term of the Lease shall be as set forth in Section 1.1.

3.2 Tenant shall have two (2) options of five (5) years each (collectively, the "Extension Options," and each, an "Extension Option") to extend the Primary Term of this Lease. The exercise of an Extension Option shall operate to extend this Lease upon the same terms and conditions except for the amount of Base Rent, which shall be increased as set forth in Section 1.1. Tenant may exercise an Extension Option by sending notice thereof to Landlord at least One Hundred and Eighty (180) days prior to the Expiration Date of the Primary Term or then current Extended Term, as applicable. Tenant's failure to exercise Extension Options shall be deemed a waiver of such right.

3.3 When the Rent Commencement Date is determined, upon the written request of either party, Landlord and Tenant shall enter into a supplement to this Lease, which shall specify the Expiration Date for the Primary Term and the Rent Commencement Date, in the form of the Stipulation of Term of Lease attached hereto as **Exhibit E**.

3.4 "Expiration Date" shall mean midnight on the date that is the last day of the tenth (10th) Lease Year for the Primary Term; the date that is five (5) years after the Expiration Date of the Primary Term for the first Extended Term, if applicable; and the

date that is five (5) years after the Expiration Date of the first Extended Term for the second Extended Term.

3.5 "Lease Year" shall mean a twelve-month period. The first Lease Year begins on the Rent Commencement Date and will end on the last day of the twelfth (12th) full month following the Rent Commencement Date.

ARTICLE 4 BASE RENT; SECURITY DEPOSIT

4.1 Tenant agrees to pay monthly Base Rent, in advance, at Landlord's address on or before the first (1st) day of each calendar month during the Term of this Lease without setoff or deduction, except as expressly set forth in this Lease. Tenant's obligation to pay Base Rent shall commence on the Rent Commencement Date. If the Rent Commencement Date is not the first day of a calendar month, the first month's Base Rent shall be prorated on the basis of a thirty (30) day month, and shall be payable with the first full monthly Base Rent due hereunder. Landlord's address for purposes of payment of Base Rent shall be as set forth in Section 1.1 above, or as from time to time designated in writing to Tenant.

4.2 Intentionally Deleted.

ARTICLE 5 USE OF PREMISES

5.1 The Premises may be used and occupied by Tenant for the Permitted Use.

5.2 Neither Landlord nor Tenant shall do nor permit to be done in, on or about the Premises anything which is illegal or unlawful, or which is of a materially hazardous or dangerous nature, or which will increase the rate of or cause cancellation of any insurance on the Center. To the best of Landlord's knowledge, Landlord hereby agrees that the Permitted Use does not violate any of the foregoing.

5.3 Tenant shall not cause, maintain or permit any nuisance in, on or about the Premises, nor commit any waste therein or thereon.

5.4 Unless specifically delineated to the contrary herein, Tenant agrees that, at its own cost and expense, it will comply with and conform to all laws and ordinances and any and all lawful requirements and orders of any properly constituted governmental board of authority which relate to the specific and actual use of the Premises by Tenant, with Landlord responsible for all such compliance not related to Tenant's specific and actual use of the Premises.

5.5 Tenant shall, at Tenant's expense, comply with all applicable statutes, ordinances, rules, regulations, orders, covenants, and restrictions of record and requirements of any fire insurance underwriters or rating bureaus, including, but not limited to, the Americans with Disabilities Act, now in effect or which may hereafter come into effect, whether or not they reflect a change in policy from that now existing,

during the Term or any part of the Term hereof, relating in any manner to Tenant's improvements to the Premises as described in **Exhibit C** attached hereto (the "Tenant Improvements") and the occupation and use by Tenant of the Premises and of the Common Areas. Tenant shall not use or permit the use of the Premises or the Common Areas in any manner that will tend to create detrimental waste or a material nuisance or shall disturb the operations of other tenants of the Project.

5.6 Tenant at all times shall keep the Premises and Common Areas free of Hazardous Materials (as hereinafter defined) placed thereon by Tenant in violation of applicable law. Tenant shall not use, generate, manufacture, store, release, or dispose of Hazardous Materials in, on, or about the Premises or the Common Areas in violation of applicable law.

5.7 In the event Landlord violates its covenant set forth in Section 1.1 with respect to Tenant's Exclusive Use and fails to cause such violation to cease within thirty (30) days following written demand from Tenant (the "Exclusive Use Default"), Tenant may, at its option, seek either of the following remedies:

(a) Base Rent shall be reduced by fifty percent (50%) from the Exclusive Use Default and thereafter so long as such violation shall exist; or

(b) This Lease shall terminate upon fifteen (15) days written notice by Tenant to Landlord without any further liability by either party.

ARTICLE 6 INTENTIONALLY OMITTED

ARTICLE 7 DELIVERY OF THE PREMISES

7.1 Subject to force majeure (as hereinafter defined) the "Possession Date," as used herein, shall be deemed the date that Landlord delivers possession of the Premises with Landlord's Work substantially completed.

7.2 On or before the Possession Date, Landlord shall at its sole cost and expense and in good and workmanlike and lien-free manner substantially complete the work set forth on Exhibit C hereto (collectively "Landlord's Work") in substantial compliance with said Exhibit C. Landlord shall provide Tenant with written notice of the date upon which Landlord's Work will be completed at least thirty (30) days prior to such date. Landlord anticipates that the Possession Date will occur by June 15, 2007.

7.3 Tenant shall have the right, from and after the date hereof, to have access to the Premises for the purpose of inspecting and measuring the Premises and preparing drawings.

7.4 If either party shall be prevented or delayed from punctually performing any obligations or satisfying any condition under this Lease by any strike, lockout, labor

dispute, unavailability of services, labor or materials, acts of God, unusually inclement weather, unusual governmental restriction, regulation or control, enemy or hostile governmental action, civil commotion, insurrection, sabotage, fire or other casualty ("force majeure") or any condition caused by the other party, then the time to perform such obligation to satisfy such condition shall be extended on a day-for-day basis for the period of the delay caused by such event. The party claiming the benefit of this Section shall, as a condition thereto, give notice to the other party in writing within ten (10) days of becoming aware of the delay specifying with particularity the nature thereof, the date such incident occurred and a reasonable estimate of the period that such incident will delay the fulfillment of obligations contained herein. This Section shall not apply to the inability to pay any sum of money due hereunder or the failure to perform any other obligation due to the lack of money or inability to raise capital or borrow for any purpose.

7.5 Tenant will have the right to terminate this Lease by written notice to Landlord delivered within one hundred eighty (180) days after the Effective Date if the following conditions remain unsatisfied in Tenant's discretion: Confirmation that applicable zoning will allow the Permitted Use (including outdoor dining), soil and environmental tests, availability of all utilities, title, platting, issuance of necessary special or conditional use permits, legality of desired signage, availability of liquor license, issuance of building permits, execution of construction contract, satisfaction of development standards, deed restrictions, and REA requirements.

ARTICLE 8 CONDITION OF THE PREMISES

8.1 Tenant shall be entitled to deliver to Landlord a written list of punch-list items which Tenant may discover were not completed by Landlord in accordance with Article 7, whether or not Tenant has previously delivered a list or lists of other deficiencies to be corrected by Landlord, for a period of ninety (90) days after the Possession Date. Landlord shall commence correction of such punch-list items and deficiencies within ten (10) days after Landlord's receipt of such list and shall complete the correction of such deficiencies within fifteen (15) days of Tenant's notice so long as such deficiencies are of the nature that they can be corrected within such time period; otherwise, Landlord shall be afforded sufficient time to complete such deficiencies not to exceed thirty (30) days from Tenant's notice.

8.2 Notwithstanding anything herein to the contrary, until the first anniversary of the Rent Commencement Date, Landlord shall correct all defects in the performance of its work for which Tenant has given Landlord notice, and Landlord shall correct all structural defects whenever the same shall arise. Landlord shall cause such deficiencies to be corrected within thirty (30) days after receipt of Tenant's notice so long as such deficiencies are of the nature that they can be corrected within such time period; otherwise, Landlord shall be afforded sufficient time to complete such deficiencies. Landlord shall deliver the Premises to Tenant clean and free of debris on the Possession Date, and Landlord warrants to Tenant that the plumbing, roofing, electrical system including lighting, HVAC systems, and entry doors in the Premises shall be in good operating condition and repair and in compliance with all applicable codes as of such

date, and for a period not less than one (1) year thereafter. Landlord hereby assigns to Tenant, or at Tenant's option, will diligently enforce, all of the warranties provided to Landlord by manufacturers of all the equipment on the Premises, including, without limitation, the HVAC systems and the roof.

8.3 Landlord represents and warrants to Tenant that as of the Possession Date, the Center, the Building and the Premises comply in all respects with applicable building codes, governmental ordinances and regulations, including, but not limited to, the ADA, and that parking for the Premises complies with all governmental requirements, that the zoning for the Premises is such that Tenant may utilize the Premises for restaurant purposes and that the Premises do not violate any covenants or restrictions of record.

8.4 Notwithstanding anything to the contrary contained in this Lease, Tenant shall have at all times during the Term access to and use of, in common with others, not fewer than fifty (50) parking spaces immediately adjacent to the Premises. Tenant will be allowed to mark three (3) parking spaces immediately adjacent to the Premises as short term parking for Corner Bakery To Go customers on a non-exclusive basis. Throughout the Term, the number of parking spaces in the Common Area of the Shopping Center will not be fewer than the number required by governmental codes. In no event shall there be fewer parking spaces in the Center than are necessary to allow Tenant to seat 135 customers indoors and 50 customers in the Patio Area.

ARTICLE 9 MAINTENANCE AND REPAIRS

9.1 During the Term of this Lease and any extensions thereof, Landlord shall, at its sole cost and expense, maintain in good order, condition and repair (including replacements and upgrades thereof), life safety systems, the foundations, subflooring, footings, walls, all unexposed plumbing, all structural elements of the Premises, all mechanical equipment not serving the Premises exclusively, all heating, ventilating and air-conditioning equipment ("HVAC Equipment") not serving the Premises exclusively and the roof (including its waterproof membrane) of the Premises in a watertight condition, and as necessary, or when required by governmental authority, shall make modifications or replacements thereof. Landlord shall commence repair work within five (5) days after notice of a condition requiring repair, and shall prosecute it diligently to completion. If the condition requiring a Landlord repair constitutes an emergency or hazardous condition or if the condition creates an unreasonable interference with Tenant's business, then Landlord shall commence such repair immediately following telephonic notice from Tenant of such emergency condition, with written notice from Tenant of such condition to follow.

9.2 Except as otherwise provided in this Lease and after any applicable warranty period, Tenant shall repair and maintain, at its sole cost and expense, as necessary all parts of the Premises not Landlord's responsibility, including all HVAC Equipment and mechanical equipment serving the Premises exclusively.

9.3 Landlord warrants, represents and covenants that it shall not exercise its control of the Center in any way, or take any action, or allow any action to be taken, which shall restrict access to, or visibility of, the Premises or Tenant's signs, impair in any way the operation of Tenant's business or affect in any way the number of parking spaces or location thereof or the ingress or egress including any driveways which are adjacent to or in the proximity of the Premises.

ARTICLE 10 COMMON AREAS; COMMON AREA CHARGES

10.1 The term "Common Areas" means the parking areas, roadways, pedestrian sidewalks, delivery areas, trash removal areas, landscaped areas, security areas, public washrooms and all other areas or improvements that may be provided by Landlord for the common use of tenants and visitors in the Center.

10.2 Landlord shall exercise its control of the Common Areas in such a manner so as to preclude, to the extent practicable, any impairment of visibility or access to the Premises, or closure of parking spaces or other interference with the operation of Tenant's business. Landlord shall keep the Common Areas in a neat, clean and orderly condition, properly surfaced, painted, landscaped and lighted in a manner consistent with a first class shopping center in Los Angeles, California, with sufficient casualty and liability insurance, designating Tenant as an additional insured, and shall promptly repair any damage thereto.

10.3 Beginning on the Rent Commencement Date, Tenant agrees to pay Tenant's Proportionate Share of the reasonable costs incurred by Landlord for managing, maintaining, insuring, repairing and replacing the Common Areas of the Center plus a management and administrative fee of not more than ten percent (10%) of the total amount of such costs (the "Common Area Charges"); provided, that annual increases of the Common Area Charge may not exceed five percent (5%) of the prior year's actual Common Area Charges (not including the management fee) on a non-cumulative basis.

10.4 Common Area Charges shall not include, however, (a) leasing commissions; (b) costs disbursements and other expenses incurred in negotiations or disputes with tenants or prospective tenants; (c) renovating or improving space for tenants or other occupants; (d) depreciation and amortization of the Center; (e) interest, principal payments and financing costs incurred in connection with any debt associated with the Center; (f) deleted; (g) repairs that are covered under warranties by either manufacturer of material incorporated into the Building or developer of the Building; (h) replacements that have a useful life of more then (3) years; (i) legal fees; (j) expenses paid by any tenant directly to third parties or those which Landlord is operating expense; (m) management or administrative fees except as noted herein; or (n) interest, fines or penalties payable due to the failure of the Landlord to pay taxes utilities or other charges in a timely manner. In no event shall original construction costs be included in Common Area Charges.

10.5 Landlord shall deduct in each calendar year from the Common Area Charges any amounts recovered from insurers of damage claims relating to the Common Areas and amounts recovered from third parties for damages to the Common Areas.

10.6 Tenant shall pay its share of the Common Area Charges in equal monthly installments without set off or deduction, except as otherwise expressly set forth herein. The estimate of the Common Area Charges for the first Lease Year is set forth in Section 1.1, and Tenant shall, initially, pay its share on the basis of such estimate. On or before March 31st of each calendar year, and Landlord shall forward to Tenant a detailed statement, certified correct by Landlord, showing the Common Area Charges for the immediately preceding calendar year. Such statement shall be accompanied by reimbursement of any over-payment or by an invoice for any under-payments shall based on the actual common Area Charges for the previous calendar year, prorated if applicable.

10.7 Tenant, upon reasonable notice to Landlord, shall have the right to audit all of Landlord's bills and records relating to the Common Area Charges. If Tenant's audit correctly reveals that Tenant's payments for the Common Area Charges were excessive, Landlord shall promptly reimburse Tenant for such amount.

10.9 Tenant shall also have the non-exclusive use of the Common Areas and all rights, privileges, easements, appurtenances in, over and upon adjoining and adjacent public and private land, highways, roads and streets reasonably required for ingress or egress to or from the Premises by Tenant, its agents, servants, employees, contractors, customers and invitees and all others related to Tenant's use and occupancy of the Premises.

10.10 Tenant, its agents, servants, employees, contractors, customers and invitees shall be permitted to park, at no cost to Tenant, in a non-exclusive area in the Common Areas designated for parking.

10.11 "Tenant's Proportionate Share", as defined in Section 1.1, may be expressed as a fraction, the numerator of which is the rentable area of the Premises, and the denominator of which is the rentable area of the Center, whether occupied or not. The Center consists of a total rentable area of 300,000 square feet.

10.12 Notwithstanding anything to the contrary contained herein, the Common Area Charges for the first Lease Year will not exceed \$5.00/sq. ft. Annual increases in Common Area Charges may not exceed five percent (5%) per year on a non-cumulative basis. The management fees which are included in Common Area Charges will not exceed ten percent (10%) of actual operating expenses.

ARTICLE 11 UTILITIES

11.1 Landlord shall provide utility lines to the Premises in accordance with the provisions of Exhibit C. Landlord will provide separate meters for all of Tenant's utilities to the extent required under **Exhibit C** and permitted in the applicable

jurisdiction. Tenant, at its own cost and expense, shall pay for all separately metered water, gas, heat, electricity, sewer charges, telephone, and any other utility or service charge related to its occupancy of the Premises.

11.2 All services and hook-ups will be currently paid as of the Possession Date. Landlord warrants that all hook-ups will be available to Tenant throughout the Term of this Lease.

11.3. In the event that the Premises are not separately metered for any of the foregoing utilities, Tenant shall pay at Landlord's option either Tenant's pro rata share or a reasonable portion to be determined by Landlord, subject to Landlord's commercially reasonable discretion, of all charges jointly metered with other premises in the Project. Landlord shall not be liable in damages or otherwise for any failure or interruption of (i) any utility service furnished to the Premises, or (ii) the heating, ventilating, and air conditioning system. No such failure or interruption shall entitle Tenant to terminate this Lease or abate rent (either in whole or in part) or to stop making any other payments due hereunder.

11.4. Intentionally Deleted.

11.5. Landlord shall have no obligation to furnish janitorial services or trash disposal services to the Premises which shall be furnished by Tenant at Tenant's expense.

11.6. Landlord reserves the right to stop temporarily the service of the air conditioning, plumbing, electrical, or other mechanical systems or facilities in the Premises when necessary by reason of accident or emergency, or for repairs, alterations, replacements, or improvements, that, in the reasonable judgment of Landlord, are necessary, until such repairs, alterations, replacements, or improvements shall have been completed; provided, that except for emergencies, (i) Landlord shall provide at least 72 hours prior notice of such interruption and (ii) no such interruption shall occur during Tenant's operating hours. Landlord shall be entitled to cooperate voluntarily in a reasonable manner with the efforts of national, state, or local governmental agencies or utilities in reducing energy or other natural resource consumption and, in connection therewith, Landlord reserves the right to limit, restrict, or ration on a reasonably nondiscriminatory basis the use of water, electricity, gas or any other form of energy or any other service or utility provided by Landlord and serving the Premises.

11.7 Unless otherwise provided in **Exhibit C**, restaurant tenants who are required by local authorities to install a grease interceptor outside the Premises shall install the required interceptor in a location approved by Landlord. This installation shall include Landlord's paving contractor in the event Landlord's paving is already installed at the time of Tenant's installation. In the event Landlord has not paved the site, Landlord shall have the option of installing tenant's grease interceptor, at Tenant's expense, using Landlord's contractors. In which case, Tenant shall have the right to approve Landlord's cost of installation and paving prior to the installation.

11.8 Tenant shall maintain grease interceptors in a manner such that no grease

is allowed to spill, flow or otherwise occur on common area improvements and should grease appear on said improvements, Tenant shall take all necessary measures to clean up grease and restore affected common area improvements to a safe and clean condition at no cost to Landlord. Should any damage occur as a result of any grease spill, Tenant shall repair all damage to Landlord's reasonable satisfaction at no cost to Landlord.

ARTICLE 12 REAL ESTATE TAXES

12.1 In addition to Base Rent, Tenant agrees to pay Tenant's Proportionate Share of the amount of real property taxes and assessments levied against the Center with respect to periods during the Term. Landlord's estimate of the amount payable under this Section 12.1 for the first Lease Year is set forth in Section 1.1. During December of each calendar year or as soon after December as practicable, Landlord will give Tenant notice of its estimate of the payments to be made pursuant to this Section 12.1 for the ensuing calendar year. On or before the first day of each month during the ensuing calendar year, Tenant will pay to Landlord one-twelfth ($1/12^{\text{th}}$) of the estimated amount; however, if the notice is not given in December, Tenant will continue to pay on the basis of the prior year's estimate until the month after the notice is given.

12.2 Within ninety (90) days after the close of each calendar year, Landlord will deliver to Tenant (i) copy of the tax bill(s) applicable to the Premises and the Shopping Center, and (ii) a statement of the payments made or to be made under Section 12.1 for the calendar year that has been prepared on the basis of such statement. If on the basis of such statement Tenant owes an amount that is less than the estimated payments for the calendar year previously made by Tenant, Landlord will credit the excess to the next succeeding monthly installment of Base Rent or, at Landlord's option, refund the excess to Tenant. If on the basis of those statements Tenant owes an amount that is more than the estimated payments for such calendar year previously made by Tenant, Tenant will pay the deficiency to Landlord within thirty (30) days after delivery of those statements.

12.3 Tenant shall be responsible for the payment of any for personal property taxes which may be levied against it and/or items contained in or pertaining to its Premises.

12.4 As used herein, "*Taxes*" shall mean all general and special real estate taxes (*ad valorem* or otherwise), and assessments for betterments and improvements that are levied or assessed by any lawful authority on the Shopping Center (general or special, including, but not limited to, any landscape maintenance and lighting assessments, and Mello-Roos assessments, if any, to the extent and only to the extent of an actual substitution and reduction therefor, in whole or in part, of taxes and assessments due to a future change in the method of taxation). All Taxes payable by Tenant pursuant to this Section shall be determined as if the Shopping Center was the only property owned by Landlord. Notwithstanding anything the contrary contained herein, Tenant shall have no obligation to pay any franchise, gross margins, excise, estate, inheritance, income or

similar tax which may become payable by or imposed against Landlord or against the rents under this Lease or upon the income or profits of Landlord by reason of any law now in force or later enacted. Tenant shall not be liable for any special assessment or similar tax, levied, assessed, imposed or approved prior to or during the term of this Lease.

ARTICLE 13 INSURANCE

13.1 Tenant shall at all times during the Term hereof and at its own cost and expense procure and continue in force a policy of commercial general liability insurance (also known as broad form comprehensive general liability insurance), insuring against liability for bodily injury, property damage (as well as contractual, severability of interest protection, broad form property damage, independent contractor, owned, non-owned and leased vehicle coverage) and personal injury arising out of the use, maintenance, operation or occupancy of the Premises and the obligations assumed by Tenant under this Lease in an amount of not less than Two Million Dollars (\$2,000,000.00), combined single limit. Tenant shall provide to Landlord upon written request a Certificate of Insurance reflecting such coverage.

13.2 Tenant shall procure and maintain at all times during the Term of this Lease at its sole cost and expense, "Special Form" ("All-Risk") insurance coverage, with standard exceptions, covering its fixtures, equipment and personal property located on the Premises, together with insurance against vandalism and malicious mischief on a replacement cost basis, in an amount adequate to cover the full insurable replacement value of all of Tenant's Property as set forth herein.

13.3 During the Term, Tenant shall maintain in full force and effect on all leasehold improvements, interior and exterior signage, trade fixtures, merchandise, and other personal property from time to time in, on or upon the Premises, fire and extended coverage insurance in the amount of the full replacement value thereof containing (i) sprinkler leakage, replacement cost, and inflation endorsements, and providing for no deductible in excess of Five Thousand (\$5,000.00) per loss.

13.4 In the event that Tenant fails after applicable notice and cure, for any reason whatsoever, to secure and maintain any of the insurance policies Tenant is required to maintain pursuant to this Section, Landlord may, but shall not be obligated to, secure and maintain such insurance policies. Upon demand and presentation of a bill therefor, Tenant shall immediately pay the cost of such policies to Landlord.

13.5 Landlord agrees to insure the Building, the Center and improvements owned by Landlord against loss or damage by any perils covered by a standard broad form all risk insurance policy in an amount equal to the full replacement value. Landlord shall also maintain commercial general public liability insurance against claims for personal injury, death or property damage occurring in, on or about the Common Areas, the Center, portions of the Building not leased to Tenant and the sidewalks and areas adjacent to the Premises and the Center under Landlord's control to afford protection to

the minimum limit of Three Million Dollars (\$3,000,000.00) for any personal injury, death or property damage. Tenant shall be named as an additional insured on all liability policies. All required insurance shall be placed with reputable and solvent insurance companies licensed in the state in which the Premises are located. Tenant shall pay Tenant's Proportionate Share of insurance premiums for such insurance as part of Common Area Charges.

13.6 Landlord and Tenant each hereby waive any and all rights of recovery against each other and the officers, employees, agents and representatives of such other party for loss of or damage to such waiving party or its property or the property of others under its control, arising from any cause insured against by any insurance policy (whether or not described herein) carried by such waiving party, and each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy.

13.7 All insurance policies required to be carried hereunder shall be issued by insurance companies having a "General Policyholders Rating" (if any) of at least A-, as set forth in the most recent issue of "Best's Insurance Guide." No such policy shall be subject to material modification except after thirty (30) days' prior written notice to such other party. The party obtaining such policy shall, at least thirty (30) days' prior to the expiration thereof, furnish such other party with evidence of a renewal thereof or binder therefor. All policies obtained by Landlord or Tenant under the terms of this Lease shall have an effective coverage date which is the same as the Possession Date. Any party may satisfy its obligations regarding insurance pursuant to an umbrella policy.

ARTICLE 14 RELEASE AND INDEMNITY

14.1 Tenant shall indemnify and hold harmless Landlord (and Landlord's Affiliates, officers, directors, partners, members, shareholders, agents, contractors, employees and representatives) from and against any and all claims (in the broadest possible sense) arising from (a) Tenant's (and Tenant's agents) maintenance, occupancy and/or use, of the Premises or the conduct of its business; (b) any negligent act or omission done, permitted or suffered by Tenant in or about the Premises, or any part thereof; or (c) any breach or default in the performance of any obligation of Tenant under the terms of this Lease, all of which indemnities shall include court costs and reasonable attorneys' fees; provided, however, that the foregoing shall not extend to any claim arising out of the willful, reckless or negligent act or omission of, or breach of any provision of this Lease by Landlord, its agents, officers, servants, employees or contractors.

Landlord shall indemnify and hold harmless Tenant from and against any and all claims arising from (a) occurrences within the Common Areas; (b) any negligent act or omission done, permitted or suffered by Landlord in, on or about the Common Area or the Premises; or (c) any breach by Landlord of any of the representations, warranties or covenants set forth in this Lease; all of which indemnities shall include court costs and

reasonable attorneys' fees; provided, however, that the foregoing shall not extend to any claim arising out of the willful, reckless or negligent act or omission of Tenant, or breach of any provision of this Lease by Tenant, its agents, officers, servants, employees or contractors.

ARTICLE 15 INSOLVENCY, ETC. OF EITHER PARTY

15.1 The filing of any petition in bankruptcy whether voluntary or involuntary, or the adjudication of Landlord or Tenant as a bankrupt or insolvent, or the appointment of a receiver or trustee to take possession of all or substantially all of the Landlord's or Tenant's assets, or an assignment by Landlord or Tenant for the benefit of its creditors, or any action taken or suffered by Landlord or Tenant under any State or Federal insolvency or bankruptcy act including, without limitation, the filing of a petition for or in reorganization, or the taking or seizure under levy of execution or attachment of the Premises or any part thereof, shall not constitute a breach of this Lease by Landlord or Tenant, unless Landlord or Tenant commits a Default as defined herein. Should an involuntary bankruptcy petition be filed against Landlord or Tenant, if Landlord or Tenant commences proceedings to dismiss such petition within ninety (90) days of written notice and such petition is dismissed, there shall be no breach hereof.

15.2 Neither this Lease nor any interest therein or thereunder, nor any estate thereby created in favor of Tenant, shall be an asset of Tenant in or under any bankruptcy, insolvency or reorganization proceeding, nor shall any of the same pass by operation of law under any State or Federal insolvency or bankruptcy law to any trustee, receiver or assignee for the benefit of creditors or any person.

ARTICLE 16 PERSONAL PROPERTY AND OTHER TAXES

16.1 Tenant shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Tenant contained in the Premises. When possible, Landlord and Tenant shall cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Landlord.

16.2 If any of Tenant's said personal property shall be assessed with Landlord's real property, Tenant shall pay to Landlord the taxes attributable to Tenant within thirty (30) days after receipt of a written statement including said tax bill setting forth the taxes applicable to Tenant's property.

16.3 If at any time during the Term, the methods of taxation prevailing at the execution hereof shall be altered so that in lieu of, or as a supplement to, or a substitute for, the whole or any part of the taxes now levied, assessed, or imposed on the Premises, there shall be levied, assessed, or imposed a tax, assessment, levy, imposition, or charge, wholly or partially as a capital levy or otherwise, on the rents received therefrom, or a tax, assessment, levy (including but not limited to any municipal, state, or federal levy),

imposition, or charge measured by or based in whole or in part upon the Premises and imposed upon Landlord, or a license fee measured by the rent payable under this Lease or by expenditures made by Tenant on Landlord's behalf in connection with this Lease, then all such taxes, assessments, levies, impositions, charges, or the part thereof so measured or based, shall be deemed to be included within the term "real property tax" as defined in this Lease, and Tenant shall pay and discharge the same in the manner provided for the payment of taxes herein, it being the intention of the parties hereto that the rent to be paid hereunder shall be paid to Landlord absolutely net, without deduction of any kind or nature whatsoever, foreseeable or unforeseeable.

ARTICLE 17 SIGNAGE

17.1 Tenant is entitled to erect maximum building signage at Tenant's sole cost and expense, in keeping with Tenant's prototypical signage, subject to governmental approval. Such signage may, at Tenant's option, include Tenant's standard pin mounted signage with color relief logo (illuminated with gooseneck lights), black and white awnings (with text on the valances), blade signs and window text and logos. Landlord will provide copies of any public or private agreements that might govern signage within ten (10) days after the Effective Date.

17.2 Tenant will also be entitled to apply to the storefront (if applicable) "Coming Soon" window graphics and signage which announce the upcoming opening and provide information on Tenant offerings.

17.3 Landlord (in its capacity as lessor under this Lease and in its capacity as Declarant (as such term is defined in the Declaration) under the Declaration) hereby approves Tenant's signage so long as the same is in substantial conformity with the specifications set forth on Exhibit B.

ARTICLE 18 ASSIGNMENT AND SUBLETTING

18.1 Tenant shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Tenant's interest in the Lease or in the Premises, without Landlord's prior written consent, which Landlord shall not unreasonably withhold. Any attempted assignment, transfer, mortgage, encumbrance, or subletting without such consent shall be void, and shall constitute a breach of this Lease without the need for notice to Tenant under Section 13.1..

If Tenant desires Landlord's consent to a transfer of all or any portion of the Premises, Tenant shall submit to Landlord (a) the proposed sublease or assignment or other transfer agreement, and (b) all other information which Landlord may reasonably request including, without limitation, sufficient information to enable Landlord to determine the character, quality, type of business, and financial responsibility of the proposed transferee. Landlord shall respond to Tenant's request for consent hereunder in a timely manner not to exceed twenty (20) days.

18.2 Regardless of Landlord's consent, no assignment shall release Tenant of Tenant's obligation hereunder or alter the primary liability of Tenant to pay the Base Rent and Tenant's Share of Operating Expenses, and to perform all other obligations to be performed by Tenant hereunder. Landlord may accept rent from any person other than Tenant pending approval or disapproval of such assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of rent shall constitute a waiver or estoppel of Landlord's right to exercise its remedies for the breach of any of the terms or conditions of this Section 18 or this Lease. Consent to one assignment shall not be deemed consent to any subsequent assignment. In the event of default by any assignee of Tenant or any successor of Tenant, in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against said assignee. Landlord may consent to subsequent assignments of this Lease or amendments or modifications to this Lease with assignees of Tenant, without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereto and such action shall not relieve Tenant of liability under this Lease.

18.3 The following terms and conditions shall apply to any subletting by Tenant of all or any part of the Premises:

(a) Landlord shall not, by reason of the assignment of such sublease or by reason of the collection of rents from a subtenant, be deemed liable to the subtenant for any failure of Tenant to perform and comply with any of Tenant's obligations to such subtenant under such sublease. Tenant shall irrevocably authorize and direct any such subtenants, upon receipt of a written notice from Landlord stating that a default exists in the performance of Tenant's obligations under this Lease, to pay to Landlord the rents due and to become due under the sublease. Tenant agrees that such subtenant shall have the right to rely upon any such statement and request from Landlord and that such subtenant shall pay such rents to Landlord without any obligation or right to inquire as to whether such default exists and notwithstanding any notice from or claim from Tenant to the contrary. Tenant shall have no right or claim against such subtenant or Landlord for any such rents so paid by said subtenant to Landlord.

(b) No sublease entered into by Tenant shall be effective unless and until it has been approved in writing by Landlord. In entering into any sublease, Tenant shall use only such form of sublease as is satisfactory to Landlord, and once approved by Landlord, such sublease shall not be changed or modified without Landlord's prior written consent. Any subtenant shall, by reason of entering into a sublease under this Lease, be deemed, for the benefit of Landlord, to have assumed and agreed to confirm and comply with each and every obligation herein to be performed by Tenant other than such obligations as are contrary to or inconsistent with provisions contained in a sublease to which Landlord has expressly consented in writing.

(c) If Tenant's obligations under this Lease have been guaranteed by third parties, then a sublease, and Landlord's consent thereto, shall not be effective unless said guarantors give their written consent to such sublease and the terms thereof.

(d) The consent by Landlord to any subletting shall not release Tenant from its obligations or alter the primary liability of Tenant to pay the rent and perform and comply with all of the obligations of lessee to be performed under the Lease.

(e) Consent by Landlord to any subletting shall not constitute a consent to any subsequent subletting by Tenant or to any assignment or subletting by the subtenant. However, Landlord may consent to subsequent sublettings and assignments of the sublease or any amendments or modifications thereto without notifying Tenant and without obtaining their consent and such action shall not relieve such persons from liability; however, in no event shall Tenant be liable beyond the Primary Term of the Lease or then exercised Extension Option.

(f) In the event of any default under this Lease, Landlord may proceed directly against Tenant, any guarantors or anyone else responsible for the performance of this Lease, including the subtenant, without first exhausting Landlord's remedies against any other person or entity responsible therefor to Landlord, or any security held by Landlord or Tenant.

(g) In the event Tenant shall default in the performance of its obligations under this Lease, Landlord, at its option and without any obligation to do so, may require any subtenant to attorn to Landlord, in which event Landlord shall undertake the obligations of Tenant under such sublease from the time of the exercise of said option to the termination of such sublease; provided, however, Landlord shall not be liable for any prepaid rents or security deposit paid by such subtenant to Tenant or from any other prior defaults of Tenant under such sublease.

(h) Each and every consent required of Tenant under a sublease shall also require the consent of Landlord.

(i) No subtenant shall further assign or sublet all or any part of the Premises without Landlord's prior written consent.

(j) Landlord's written consent to any subletting of the Premises by Tenant shall not constitute an acknowledgment that no default then exists under this Lease of the obligations to be performed by Tenant nor shall such consent be deemed a waiver of any then existing default, except as may be otherwise stated by Landlord at the time.

(k) With respect to any subletting to which Landlord consents, Landlord agrees to deliver a copy of any notice of default by Tenant to the subtenant and such subtenant shall have the right to cure a default of Tenant within ten (10) days after service of said notice of default upon such subtenant, and the subtenant shall have a right of reimbursement from and against Tenant for any such defaults cured by the subtenant.

18.4 If at any time during the initial Term or any extended Term hereof, Tenant shall assign all or part of its interest hereunder or shall sublet all or any portion of the Premises, Tenant shall be obligated to pay Landlord additional rental as follows: If for

any proposed assignment or sublease Tenant receives rent or other consideration, either initially or over the term of such assignment or sublease, in excess of the Base Rent and other sums then required to be paid by Tenant hereunder (including percentage rent, if any), or in the case of a sublease of a portion of the Premises in excess of the Base Rent allocable to such portion based solely on a square footage basis, after appropriate adjustments to assure that all other payments required to be made by Tenant hereunder are taken into account, Tenant shall promptly pay to Landlord as additional rent hereunder, 50% of the excess of each payment of rent or other consideration received by Tenant. Said additional sum shall be payable by Tenant within five (5) days after receipt thereof.

18.5 In the event Tenant shall assign or sublet the premises or request the consent of Landlord to any assignment or subletting or if Tenant shall request the consent of Landlord for any act Tenant proposes to do then Tenant shall pay Landlord's reasonable attorney fees incurred in connection therewith, not to exceed \$1,000.00 in each instance.

18.6 Landlord may at any time transfer its interest in this Lease and underlying fee upon providing Tenant with a copy of the original instrument assigning Landlord's interest in this lease or a conformed copy of any deed conveying Landlord's fee interest in the Premises and/or Shopping Center, as applicable. Any such instrument shall provide that the assignee or transferee thereunder has assumed all of Landlord's obligations under this Lease arising or accruing after the date of such assignment. Following a transfer by Landlord of its entire interest in the Shopping Center in accordance herewith, Landlord shall not be liable for any liability arising or accruing after the date of such assignment. In the event that Landlord shall sell or otherwise transfer less than the entire Shopping Center, then (i) Landlord shall sell or otherwise provide Tenant with no less than thirty (30) days written notice prior to such transfer, and (ii) see that documentation covering the Shopping Center is properly executed and recorded prior to such transfer in form reasonably satisfactory to Tenant that preserves all of the rights, covenants, agreements, terms and conditions provided for under this Lease.

ARTICLE 19 IMPROVEMENTS, ALTERATIONS AND SURRENDER

19.1 Landlord in its capacity as lesser under this Lease and in its capacity as Declarant under the Declaration) approved plans and branding package for the initial Tenant Improvements are attached hereto as **Exhibit B**.

19.2 Tenant shall without the prior written consent of Landlord, have the right at any time and from time to time during the Term of this Lease, to, at Tenant's sole cost and expense, erect, alter, remodel, renovate, rehabilitate, reconstruct, rebuild, replace and remove any interior, non-mechanical, non-structural portion of the Premises, all to Tenant's specifications. Except as set forth in Section 1, Tenant shall not make any exterior, mechanical or structural alteration to the Premises without Landlord's prior consent, which shall not be unreasonably withheld, delayed or conditioned. Tenant shall give Landlord five (5) days' advance notice before commencing any work under this

Section 2 to permit Landlord to post notices of non-responsibility. Tenant shall provide plans and specifications for any work requiring Landlord's consent under this Section 19.2 to Landlord for its review and approval. Landlord agrees to approve or disapprove the performance of the alterations, and Tenant's plans and specifications therefor, within fifteen (15) days of delivery of same to Landlord. Tenant, at its sole cost and expense, shall have the option to install antennas and satellite dishes on the roof of the Premises subject to applicable codes. There shall be no additional rent charged for such use of the roof, and Tenant shall be allowed to remove these items upon the expiration or sooner termination of this Lease. Tenant shall indemnify and hold harmless Landlord (and Landlord's Affiliates, officers, directors, partners, members, shareholders, agents, contractors, employees and representatives) from and against any and all claims (in the broadest possible sense) and damages (in the broadest possible sense) arising from Tenant's installation, maintenance and use of any antennas and satellite dishes.

19.3 At any time during the Term of this Lease and within thirty (30) days after termination, notwithstanding anything in this Lease to the contrary, Tenant may at its sole option, but shall not be obligated to, remove any or all additions, improvements, fixtures, installations, moveable trade fixtures, furniture and other personal property which were placed in the Premises by Tenant, provided Tenant shall repair any damage occasioned by such removal. All work with respect to any alterations, additions and changes shall be done in a good and workmanlike manner. Any such changes, alterations and improvements shall be performed in accordance with the laws and ordinances relating thereto.

ARTICLE 20 DEFAULT AND REMEDIES

20.1 The occurrence of any one or more of the following events shall constitute a breach and default of this Lease by Tenant ("Tenant Default"):

(a) The failure by Tenant to make any payment of the Base Rent, Common Area Charges or Taxes as and when due, where such failure shall continue for a period of ten (10) days after receipt by Tenant of written notice thereof from Landlord; or

(b) Except as otherwise provided in this Lease, the failure by Tenant to make payments, observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than described in paragraph (a) above, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's noncompliance is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

(c) The making by Tenant of any general arrangement or general assignment for the benefit of creditors;

(d) Tenant becoming a "debtor" as defined in 11 U.S.C.A. § 101 or any successor statute thereto, or any action taken or suffered by Tenant under any insolvency, bankruptcy, reorganization, moratorium, or other debtor relief statute, whether now existing or hereinafter amended or enacted;

(e) The appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or

(f) The attachment, execution, or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days. In the event that any provision of this Section is contrary to any applicable law, such provision shall be of no force and effect.

(g) The discovery by Landlord that any financial statement given to Landlord by Tenant or any guarantor of Tenant's obligation hereunder, was materially false at the time given

20.2 In the event of any Tenant Default, then in addition to any and all other remedies available to Landlord at law or in equity, Landlord shall have the right to immediately terminate this Lease and all rights of Tenant hereunder by giving written notice to Tenant of its election to do so. If Landlord shall elect to terminate this Lease, then it may recover from Tenant:

- (a) The worth at the time of the award ("Award") by a court of competent jurisdiction, of the unpaid Base Rent payable hereunder which had been earned at the date of such termination; plus,
- (b) The worth at the time of the Award by a court of competent jurisdiction of the amount by which the unpaid Base Rent which would have been earned after termination and until the time of the Award exceeds the amount of such rental loss which could have been reasonably avoided; plus,
- (c) The worth at the time of the Award of the amount by which the unpaid Base Rent for the balance of the Term after the time of the Award exceeds the amount of such rental loss which could be reasonably avoided; plus,
- (d) Any other reasonable amounts necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations hereunder;
- (e) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted by applicable state law from time to time; and
- (f) Landlord shall be obligated, in the event of a Tenant Default, to take all reasonable steps to mitigate its damages as a result of such Tenant Default.

20.3 As used in subparagraphs (a) and (b) above, the "worth at the time of the Award" is computed by allowing interest at the rate of ten percent (10%) per annum, or the maximum rate permitted by applicable law, whichever is lower. As used in subparagraph (c) above, the "worth at the time of the Award" is computed by discounting such amount to present value at the rate of 10% per annum.

20.4 Except to the extent otherwise set forth herein, in the event of any Tenant Default, Landlord shall also have the right to terminate Tenant's right of possession by any lawful means, to re-enter the Premises by legal means and remove all property and persons therefrom, and any such property may be removed and stored in a public warehouse or elsewhere at the cost and for the account of Tenant.

20.5 If Landlord has not elected to terminate this Lease, Landlord may maintain Tenant's right to possession in which case Landlord may recover all Base Rent as it becomes due.

20.6 Tenant acknowledges that late payment by Tenant to Landlord of Base Rent and any other amounts due Landlord will cause Landlord to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges, and late charges that may be imposed on Landlord by the terms of any encumbrance and note secured by any encumbrance covering the Premises. Therefore, if any installment of Base Rent due from Tenant is not received by Landlord or Landlord's designee within five (5) days after written notice that such amount shall be due, Tenant shall pay to Landlord any and all amounts paid and any expense or contractual liability so incurred, including interest at the rate of ten percent (10%) per annum, or the maximum rate permitted by applicable law, whichever is lower, upon the presentation of an invoice.

ARTICLE 21 LANDLORD DEFAULT

21.1 In the event that Landlord shall at any time be in default in the observance or performance of any of the covenants hereunder and any such default shall continue for a period of: (a) five (5) days after written notice to Landlord in any emergency situation (unless the nature of such emergency requires faster action, in which case the time period shall be determined by the specific set of circumstances); or (b) thirty (30) days after written notice to Landlord where there is no emergency (if such default is incapable of being cured in a reasonable manner within thirty (30) days then if Landlord has not commenced to cure the same within such thirty (30) day period and thereafter diligently prosecutes the same to completion) and Landlord shall not thereafter cure the default, Tenant shall have the right at any time thereafter (but in no event shall be obligated) to cure such default and Landlord shall immediately reimburse Tenant all actual and reasonable costs incurred in connection therewith; and in addition, Tenant shall be entitled at its election, to exercise concurrently or successively, any one or more of the rights or remedies in law or equity provided hereunder or under the laws of the United States or the State where the Premises are located for Landlord's default.

ARTICLE 22 DAMAGE OR DESTURCTION

22.1 If, at any time prior to the expiration or termination of this Lease, the Premises or the Building are damaged or destroyed by any casualty covered by insurance maintained or required to be maintained hereunder Landlord shall cause the same to repaired and restored to the condition existing immediately prior to such damage or destruction (subject to changes necessary to comply with then existing laws applicable thereto and any changes in design approved by Landlord and Tenant).

22.2 If, at any time prior to the expiration or termination of this Lease, the Premises or the Building are totally or partially damaged or destroyed from a casualty, which loss to Landlord is not fully covered (except for any deductible) by insurance required to be maintained by Landlord, which damage renders the Premises materially inaccessible or unusable to Tenant in the ordinary course of its business, Tenant may elect to terminate this Lease

22.3 If the Premises or the Building are wholly or partially damaged or destroyed within the final twenty-four (24) months of the Primary Term of this Lease or, if an applicable Extension Option has been exercised, during the final twenty-four (24) months of any Extended Term, so that Tenant shall be prevented from using the Premises for at least ten (10) consecutive days due to such damage or destruction, then either Landlord or Tenant may, at its option, by notice to the other party within sixty (60) days after the occurrence of such damage or destruction, elect to terminate the Lease.

22.4 In the event that this Lease shall remain in full force and effect pursuant to the provisions of this Article, the Base Rent and all other charges payable by Tenant

hereunder shall be equitably reduced or abated as of the date of the occurrence of such damage or destruction.

22.5 If the Premises should be damaged by any casualty except condemnation, such that rebuilding or repairs cannot be completed within one hundred eighty (180) days from the date of such damage, Tenant may within thirty (30) days of the date of the happening of such damage, on written notice, terminate this Lease as of the date of the occurrence of such damage or destruction. If Tenant does not terminate and Landlord fails to complete any rebuilding or repairs within one hundred eighty (180) days, then Tenant may terminate, on written notice to Landlord. The determination of whether the Premises can be rebuilt or repaired within one hundred eighty (180) days from the date of any damage shall be in the mutual judgment of both Landlord and Tenant within twenty (20) days of the occurrence of the damage or destruction. If Landlord and Tenant cannot agree, the determination shall be made by an independent contractor mutually acceptable to both Landlord and Tenant.

22.6 If the Premises are damaged or destroyed by fire or other casualty, Tenant may elect not to rebuild the Tenant Improvements, but must restore the Premises to its condition on the Possession Date and continue to pay Base Rent and other charges under the lease. Notwithstanding anything to the contrary contained herein, all of Tenant's insurance proceeds will be payable to Tenant

ARTICLE 23 MECHANICS' LIENS

23.1 Landlord and Tenant each agree that it will pay or cause to be paid all costs for work done by such party on the Premises, and will keep the Premises free and clear of all mechanics' liens on account of work done by them or persons claiming under them. Landlord shall have the right at any time and from time to time to post and maintain on the Premises such notices as Landlord deems reasonably necessary to protect the Premises and Landlord from mechanics', material or any other liens for Tenant work. Upon completion of such work, the party doing such work shall file for record in the office of the Clerk and Recorder of the County where the Premises is located a notice of completion if required by law. The party doing such work may contest the validity of the amount of any such lien and may appeal any adverse judgment or decree, provided, however, that at the reasonable written request of the other party, the party doing such work shall, at its option, either post a bond sufficient to remove such lien pending contest or cause a title company to insure the other party in a manner reasonably satisfactory to it, against the enforcement of the lien against it. If the party doing such work shall default in paying any charge for which a mechanic's lien and suit to foreclose the lien have been filed, and shall not be taking appropriate actions to contest the validity or amount of such lien, the other party may (but shall not be required to), after written notice to the party doing such work, pay said claim and any costs related thereto, and the amount so paid, together with reasonable attorney's fees incurred in connection therewith, shall be immediately due and owing from the party doing such work to the other party, and shall be paid upon demand. Should any claim of lien be filed against the Premises or any action affecting the title to such property be commenced, the party

receiving notice of such lien or action shall forthwith give the other party written notice thereof.

ARTICLE 24 EMINENT DOMAIN

24.1 If the entire Premises or the entire Building is taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as of the date the condemning authority takes title or possession, whichever occurs first. If more than ten percent of the floor area of the Premises or any portion of the Common Areas designated as parking for the Premises is taken by condemnation, Tenant may, at the option of either, to be exercised in writing only within ten (10) days after Landlord shall have given Tenant written notice to such taking (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If this Lease is not terminated in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that all rent shall be reduced in the proportion that the floor area of the Premises taken bears to the total floor area of the Premises. If the only area taken is Common Area. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages; provided, however, that Tenant shall be entitled to any award for loss or damage to Tenant Improvements, trade fixtures and removable personal property, as well as moving expenses and other losses that do not reduce Landlord's award. In the event that this Lease is not terminated by reason of such condemnation, Landlord shall, to the extent of severance damages received by Landlord in connection with such condemnation, repair any damage to the Premises caused by such condemnation, except to the extent that Tenant has been reimbursed with respect to severance damages by the condemning authority, in which case Tenant shall contribute such severance damages to the completion of such repairs in proportion to the benefit to the Premises.

24.2 The foregoing notwithstanding, Tenant shall have the right to terminate this Lease if it reasonably determines that the Premises cannot after condemnation be used for the Permitted Use pursuant to Tenant's mode of operations immediately preceding the condemnation.

ARTICLE 25
INTENTIONALLY OMITTED

ARTICLE 26
EVIDENCE OF TITLE, COVENANT OF TITLE AND QUIET POSSESSION

26.1 Landlord warrants and represents to Tenant that the Landlord is solely vested with fee simple title to the Premises and the Center and has full right and lawful authority to lease the Premises to Tenant. Landlord further warrants and represents that there are no liens, encumbrances, mortgages, easements, or any other matters affecting title which would preclude or otherwise adversely affect Tenant's intended use or other rights or benefits under this Lease. Landlord covenants with Tenant that it will, during the Term of this Lease and any Extended Term hereof, keep the Premises free and clear of all liens, encumbrances, mortgages, easements or any other matters affecting title which would preclude or otherwise adversely affect Tenant's possession of the Premises. Notwithstanding anything contained in the Lease to the contrary, Landlord covenants with Tenant to keep Tenant in quiet possession of the Premises during the Term of this Lease and any extensions thereof.

26.2 Landlord represents and warrants that the terms of this Lease, including, without limitation, the intended use of the Premises by Tenant, are not in violation of or inconsistent with any other agreement or covenant of any kind whatsoever which relates to the Premises. Landlord further covenants that it will, during the Term of this Lease, comply with the terms of any other agreement or covenant of any kind whatsoever relating to the Premises or this Lease.

ARTICLE 27
ESTOPPEL CERTIFICATES

27.1 Tenant shall at any time upon not less than twenty (20) days' prior written notice from Landlord execute, acknowledge, and deliver to Landlord a statement in writing:

- (a) certifying that this Lease is unmodified and in full force, or if modified stating the nature of the modification and certifying that this Lease, as so modified, is in full force;
- (b) stating the date to which the rent and other charges are paid in advance, if any;
- (c) acknowledging that there are not, to the certifying party's knowledge, any uncured defaults on the part of any party, or if there are uncured defaults, specifying the nature of the defaults, and
- (d) certifying any other information about the Lease as may be reasonably required by the requesting party.

Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Project.

(b) At the Landlord's option, the failure to deliver such statement within such time shall estop Tenant from denying that (i) this Lease is in full force and effect without modification except as may be represented by the Landlord, (ii) there are no uncured defaults in Landlord's performance under the Lease, and (iii) not more than one month's rent has been paid in advance.

(c) If Landlord desires to finance, refinance, or sell the Project or any part thereof, Tenant hereby agrees to deliver to any lender or purchaser designated by Landlord then current financial statements of Tenant in form typically produced by Tenant for lessors. All such financial statements shall be received by Landlord and such lender or purchaser in strict confidence and shall be used only for the purposes herein set forth.

ARTICLE 28 SEVERABILITY

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

ARTICLE 29 TIME OF ESSENCE

29.1 Time is of the essence with respect to the obligations to be performed under this Lease. Notwithstanding anything herein to the contrary, when ever under the terms and provisions of this Lease the time for performance falls upon a Saturday, Sunday or Legal holiday, such time for performance shall be extended to the next business day.

ARTICLE 30 INCORPORATION OF PRIOR AGREEMENTS; AMENDMENTS

30.1 This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior or contemporaneous agreement or understanding, whether oral or written, pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification.

ARTICLE 31 NOTICES

31.1 Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery, overnight mail or by certified mail, and if given personally or by mail, shall be deemed sufficiently given when received by the intended addressee (whether accepted or rejected) if addressed to Tenant or to Landlord at the

address noted in Section 1.1. Either party may by notice to the other specify a different address for notice purposes. A copy of all notices required or permitted to be given to Landlord and Tenant hereunder shall be concurrently transmitted to such party or parties at such addresses as Landlord and Tenant may from time to time hereafter designate by notice to the other party.

ARTICLE 32 WAIVER

32.1 No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by the other party of the same or any other provision. Each party's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of such party's consent to or approval of any subsequent act by the other party.

ARTICLE 33 RECORDING

33.1 Either Landlord or Tenant shall, upon the reasonable request of the other, execute, acknowledge and deliver to the other a "short form" memorandum of this Lease for recording purposes in the form attached hereto as **Exhibit F**.

ARTICLE 34 HOLDING OVER

34.1 If Tenant remains in possession of the Premises or any part thereof after the expiration of the Term hereof, such occupancy shall be a tenancy from month to month, at a Base Minimum Rent equal to one hundred fifty percent (150%) of the Base Minimum Rent payable during the last month of the Lease Term, upon all the provisions of this Lease pertaining to the obligations of Tenant.,

ARTICLE 35 CUMULATIVE REMEDIES

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

ARTICLE 36 APPLICABLE LAW

36.1 This Lease shall be governed by the laws of the State where the Premises are located.

ARTICLE 37 CONFIDENTIALITY OF FINANCIAL INFORMATION

37.1 All statements delivered to Landlord by Tenant and all information obtained by Landlord about Tenant, including, without limitation, financial information,

in the exercise of Landlord's rights hereunder shall be held in strict confidence and shall not be disclosed to any party other than (a) Landlord's personnel having the explicit need to know such information, for which Landlord agrees to get such personnel to similarly keep all such information confidential and Landlord shall have such personnel, at the request of Tenant, execute a written confirmation of its confidential obligation hereunder to Tenant containing terms and conditions acceptable to Tenant; or (b) any current or prospective mortgagee, upon written request from such mortgagee to Tenant, in contemplation of an actual and bona fide transaction, for which Landlord agrees to get such mortgagee to similarly keep all such information confidential and Landlord shall have such mortgagee, at the request of Tenant, execute a written confirmation of its confidential obligation hereunder to Tenant containing terms and conditions acceptable to Tenant.

ARTICLE 38 ATTORNEY'S FEES

38.1 In the event of any proceeding, claim or action being filed or instituted between the parties with respect to this Agreement, the prevailing party will be entitled to receive from the other party all costs, damages and expenses, including reasonable attorney's fees, incurred by the prevailing party in connection with that action or proceeding upon the controversy being reduced to final judgment or award.

ARTICLE 39 LANDLORD'S ACCESS

39.1 Landlord's and Landlord's agents, upon 72 hours' notice to Tenant, shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same, showing the same to prospective purchasers, lenders or lessees within ninety (90) days of the end of the Term, and making such alterations, repairs, improvements or additions to the Premises or the Building as Landlord may be required to make pursuant to the terms hereof; provided that such entry shall not be allowed between the hours of 11:00 a.m. and 2:00 p.m. and Landlord shall use all reasonable efforts to prevent and/or minimize disruption to Tenant's operations.

ARTICLE 40 INTEREST ON PAST DUE OBLIGATIONS

40.1 Except as expressly herein provided, any amount due to Landlord not paid when due shall bear interest at the maximum rate then allowable by law from the date due. Payment of such interest shall not excuse or cure any default by Tenant under this Lease; provided, however, that interest shall not be payable on late charges incurred by Tenant or on any amounts upon which late charges are paid by Tenant.

ARTICLE 41
SUBORDINATION AND NON-DISTURBANCE

41.1 Contemporaneously with the execution of this Lease, Landlord, Tenant and each holder of a lien upon the Premises (and/or the Center or Building of which the Premises are a part) shall enter into a Subordination, Non-Disturbance and Attornment agreement, a form of which is attached hereto as **Exhibit G**. Should any future holder of a lien upon the Premises whose lien is capable of foreclosure wish to become superior to this Lease, Tenant agrees to subordinate to such lienholder so long as Landlord has such lienholder execute for the benefit of Tenant, a Non-Disturbance Agreement in a form and of a substance acceptable to Tenant. The provisions of this Section to the contrary notwithstanding, this Lease shall remain in full force and effect for the full Term and any extension hereof, and a foreclosure under the deed of trust shall not terminate this Lease or affect Tenant's right of possession pursuant to this Lease.

ARTICLE 42
FORCE MAJEURE

42.1 Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of nature, inability to obtain labor or materials or reasonable substitute therefor, failure of power, enemy or hostile governmental action, riot, civil commotion, fire or other casualty, unusually inclement weather, war, or any other reason beyond such party's reasonable control shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage, except as otherwise stated in this Lease to the contrary, except there shall be no such excuse as to Landlord's ability to deliver the Premises to Tenant on the Possession Date.

ARTICLE 43
HAZARDOUS MATERIALS

43.1 Landlord represents and warrants that any handling, transportation, storage, treatment or usage of Hazardous Material (as defined below) that has occurred on the Premises or the Center to date has been in compliance with all applicable federal, state and local laws, regulations and ordinances. Landlord further represents and warrants that the soil, groundwater and soil vapor on or under the Premises and the Center are free of Hazardous Material as of the Possession Date.

43.2 Landlord covenants that it shall be responsible for all costs incurred in complying with all federal, state and local laws, regulations, guidelines, codes and ordinances (individually and collectively "Laws") which relate to Hazardous Material that exists at any time in, on or about the Center and the Premises including, without limitation, the cost of any required or necessary repair, cleanup or detoxification, excluding however, any such costs relating to Hazardous Material on the Premises caused directly by Tenant's introduction of Hazardous Material to the Premises.

43.3 Landlord covenants that it shall and hereby does indemnify, protect, defend and hold Tenant, its directors, officers, employees and agents and any successor to

Tenant's interest in the Premises, free and harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, sums paid in settlement of claims, reasonable attorneys' fees, consultant fees and expert fees) and all foreseeable and unforeseeable consequential damages, whether known or unknown, which might directly or indirectly or in whole or in part be caused by, arise out of or be related to Hazardous Material that exists at any time in, on or about the Center or the Premises, excluding Hazardous Material on the Premises that is introduced by Tenant.

43.4 Tenant covenants that it shall and hereby does indemnify, protect, defend and hold Landlord, its directors, officers, employees and agents and any successor to Landlord's interest in the Premises, free and harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, sums paid in settlement of claims, reasonable attorneys' fees, consultant fees and expert fees) and all foreseeable and unforeseeable consequential damages, whether known or unknown, which might directly or indirectly or in whole or in part be caused by, arise out of or be related to Hazardous Material that is introduced to the Premises or the Center by Tenant in violation of applicable law.

43.4 As used herein, the term "Hazardous Material" means petroleum products, asbestos, and any other hazardous or toxic substance, material or waste, which is or becomes regulated by any applicable state, local or federal governmental authority, whether originating from the Premises or the Building or migrating, flowing, percolating, diffusing or in any way moving onto or under the Premises or the Building. The provisions of this Article shall survive the termination of this Lease.

ARTICLE 44 TENANT IMPROVEMENT ALLOWANCE

44.1 Landlord shall pay to Tenant a tenant improvement allowance (the "Tenant Improvement Allowance") in an amount equal to \$15.00 per square foot. Such Tenant Improvement Allowance shall be used to compensate Tenant for costs and expenses incurred by Tenant in connection with the implementation and construction of the Tenant Improvements described in **Exhibit C**.

ARTICLE 45 CONSENTS

45.1 Wherever in this Lease the consent of one party is required for an act of the other party, unless otherwise specified, such consent shall not be unreasonably withheld, delayed or conditioned.

ARTICLE 46 AUTHORITY

46.1 Each of Landlord and Tenant represents that each individual executing this Lease on behalf of Landlord and Tenant is duly authorized to execute and deliver this Lease on its behalf.

ARTICLE 47
CAPTIONS AND HEADINGS

47.1 The Article and Section captions and headings are for convenience of reference only, and in no way shall be used to construe or modify the provisions set forth in this Lease.

ARTICLE 48
BINDING ON HEIRS, SUCCESSORS, AND ASSIGNS

48.1 The covenants and agreement of this Lease shall be binding upon the heirs, executors, administrators, successors and assigns of both parties hereto, except as hereinabove provided.

ARTICLE 49
BROKERAGE FEES AND COMMISSIONS

49.1 Each of Landlord and Tenant represents and warrants that it has not dealt with any broker in connection with this Lease, except for Landlord's Broker and Tenant's Broker, respectively. Landlord shall pay a commission to Landlord's Broker and Tenant's Broker in accordance with a separate agreement. Landlord shall indemnify and hold harmless Tenant from any payments owed to Landlord's Broker and Tenant's Broker. If Tenant's Broker is not paid in accordance with Tenant's Broker's agreement with Landlord, Tenant may make such payment and offset the amount thereof against any payment owed by Tenant to Landlord. Landlord warrants that Tenant shall not, as a direct or indirect result of execution of this Lease, be responsible to anyone, including, without limitation, real estate brokers or salespersons, for any fees or commissions. Landlord hereby indemnifies and holds Tenant harmless from and against any and all costs, expenses, claims, losses and liabilities arising out of the breach of this warranty.

49.2 Landlord agrees to pay Colliers International and Katz & Associates Corporation a broker's commission per Colliers International's Exclusive Listing Agreement with the Landlord.

ARTICLE 50
EXHIBITS

50.1.1 The exhibits and addenda listed below are incorporated by reference in this Lease:

- (a) **Exhibit A:** Site Plan.
- (b) **Exhibit B:** Tenant's Branding Package (including Signage)
- (c) **Exhibit C:** Tenant Improvements; Landlord's Work
- (d) **Exhibit D:** Intentionally Omitted.

- (e) **Exhibit E:** Stipulation of Term of Lease.
- (f) **Exhibit F:** Memorandum of Lease.
- (g) **Exhibit G:** Subordination, Non-Disturbance and Attornment Agreement.
- (h) **Exhibit H:** Prohibited and Exclusive Uses.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Stipulation as of the date first set forth above.

TENANT:

CBC Restaurant Corp., a Delaware corporation

By: [Signature]
Name: Bake Bernet
Title: Vice President
Date: 5/18/07

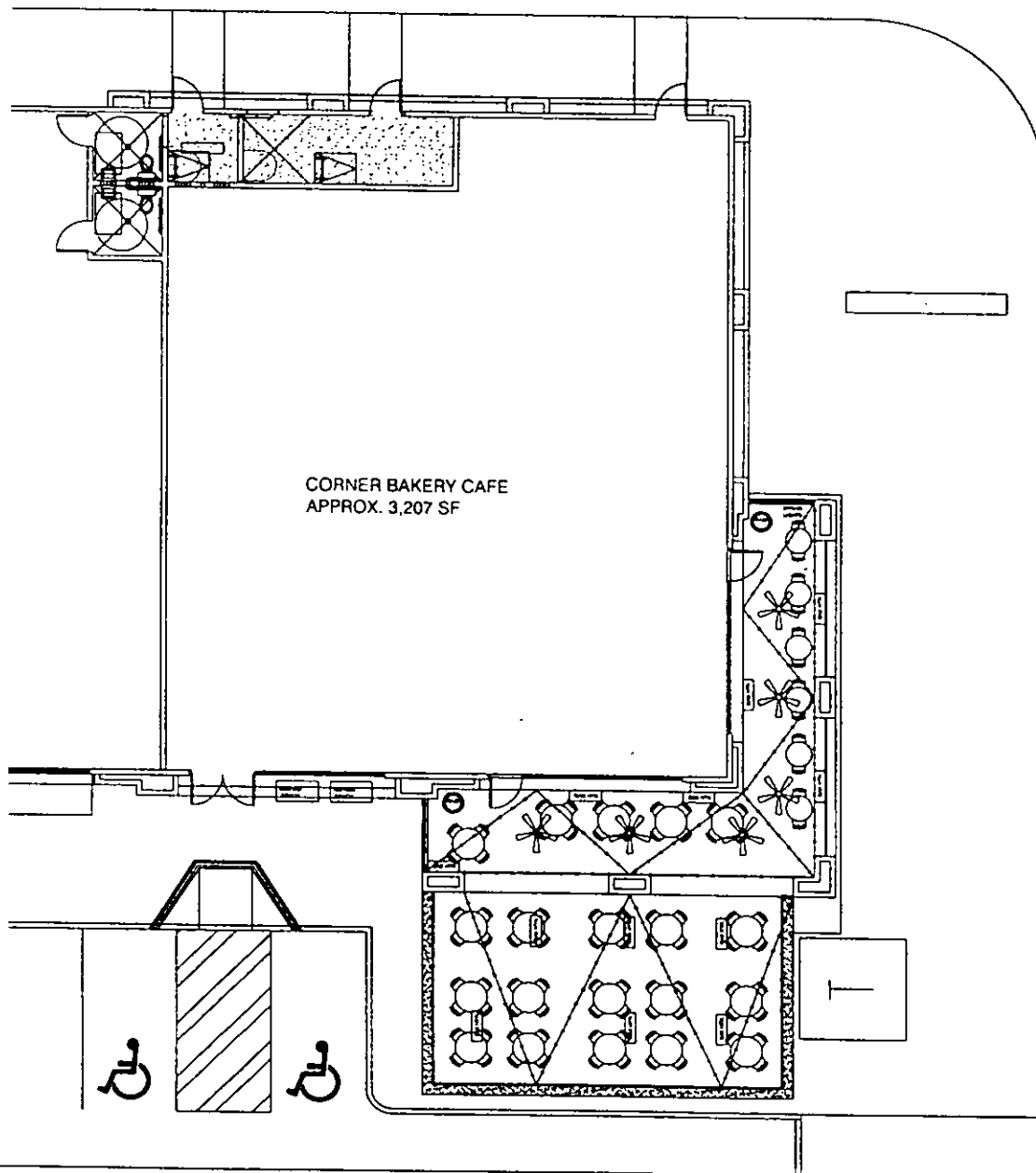
LANDLORD:

DIAMOND RIDGE DEVELOPMENT, LLC,
a California limited liability company

By: [Signature]
Name: HSING-CHIEH SHIH
Title: Managing Member

EXHIBIT "A"





idGROUP
2001 BRIDGE BLVD
DALLAS, TEXAS 75201
TEL: 214-638-0000 FAX: 214-638-0001

ARCHITECTS
PROJECT NO.: 145-XX
SEAL

GLENDORA

X1101 Lone Hill Ave
Glendora, CA 95014



STORE # 238

DRAWING ISSUE

1	SPACE PLAN 3a	01 18
2	FINAL PLAN	01 23

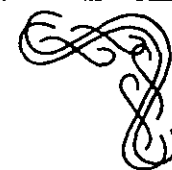
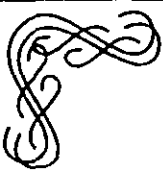
DRAWING TITLE

1ST FLOOR

LEASE
PLAN

© 2007, The ID Group LLC

EXHIBIT "B"



corner



bakery™

C A F E

GLENDORA, CA



F9 **F8** **B** **F7**

corner  bakery

Sheet 1 of 13

Client: [REDACTED]

CORNER BAKERY CAFÉ

Glendora, CA

Account DEBBIE MOLTZ
Rep LAUREN STACKHOUSE

Designer **ISH**

Date 12/01/06

Approval / Date : _____

Cherry
Adams
Estimating
Art
Estimating
Andler

➤ Rev. Revision / Date

42. PHOTO COPY REQUESTED BY JAMES
WILSON, 1770 CAMP ROAD, SUITE A-1, R.C. 42
STATE OF CALIFORNIA, LOS ANGELES

12) EXCLUDED THE 400,000 TO 700,000 OUT
OF 1.2M ACTED ALL APPEARS IN NEW YORK
10-10-68

13. APPROVED: CLERK: & PLUMB:
1/10/87

10) OFFICE EXPENSES: 4 PAGES PLUS SEVEN MORE

10. STATE OF TEXAS, COUNTY OF DALLAS
 I, JOHN W. BROWN, Clerk of the Court, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Court.

67) CHARGE APPROVAL OFFER AND SERVICE FOR THE

(S) CHARGE WITHOUT WARRANT TO 1st DEGREE
N.J.S.A. 2C:6-1(a)(1)

 **Chandler
Signs**

www.chandlersigns.com

1701 Munster Way Dallas, TX 75231
214-902-2000 Fax 214-902-2044

12904 Volstead, San Antonio, TX 78216
210-649-1804 Fax 210-649-8724
4338 North Loop, Suite 100, Houston, TX 77018

740-967-7003 Fax 760-967-7022

Flourissant, CO 80564-9267
719-447-1507 Fax 719-447-2508

121 West Main
Louisville, KY 40202
502-582-3557 Fax 502-583-2640

This survey is the property of Chandler Sign, L.P.
and all rights to all and the reproduction are
reserved by Chandler Sign, L.P.

**TITLE 24
COMPLIANT**

State of California

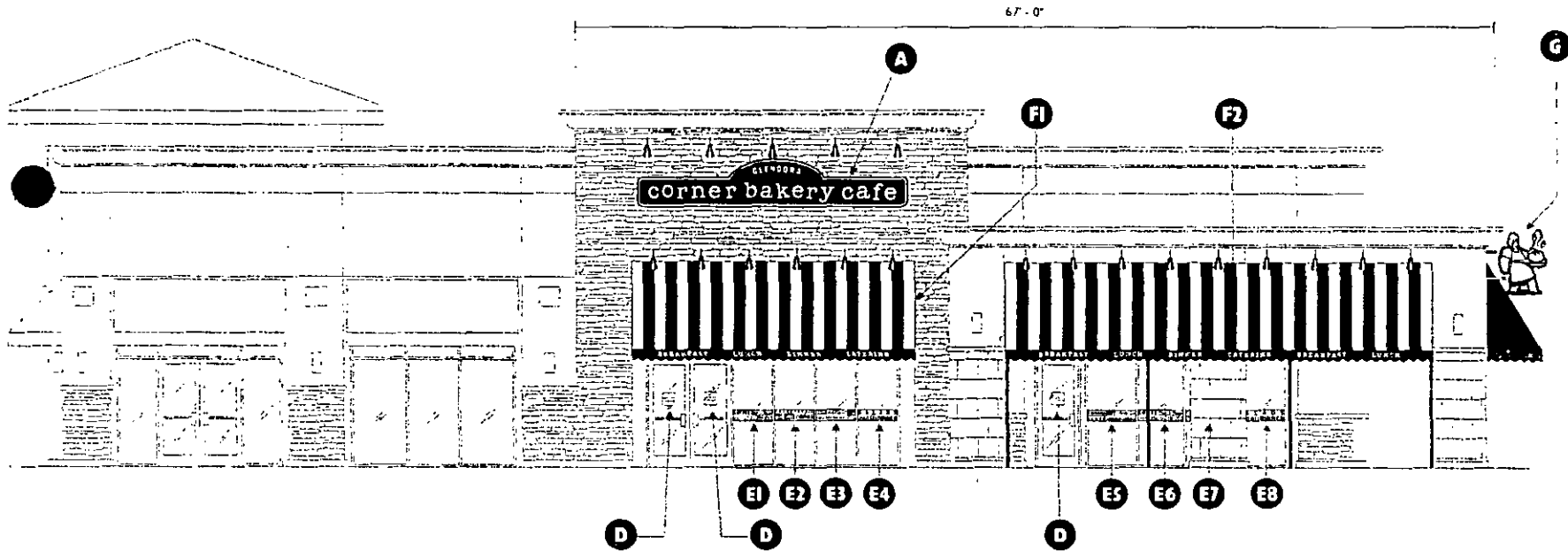
**FINAL ELECTRICAL
CONNECTION
BY CUSTOMER**



WEST

FLOOR PLAN

N.T.S.



WEST ELEVATION

SCALE: 1/8" = 1'-0"

* GOOSENECK LAMPS ARE TO BE PROVIDED
& INSTALLED BY CLIENTS ELECTRICIAN/G.C.

**TITLE 24
COMPLIANT**
State of California

Design # 06-1452 R8
Sheet 2 of 13
Client CORNER BAKERY CAFE
Address Glendora, CA
Account DEBBIE MOLTZ
Rep. LAURIN STACKHOUSE
Designer ISH
Date 12/01/06
Approval / Date

Client	
Label	
Estimating	
Job	
Engineering	
Landlord	

Revision / Date

1) REVISED WEST ELEVATION, AWNING & SIGN	
2) REVISED SIGN & AWNING TO BE PROVIDED BY	
3) REVISED SIGN & AWNING TO BE PROVIDED BY	
4) REVISED SIGN & AWNING TO BE PROVIDED BY	
5) REVISED SIGN & AWNING TO BE PROVIDED BY	
6) REVISED SIGN & AWNING TO BE PROVIDED BY	
7) REVISED SIGN & AWNING TO BE PROVIDED BY	
8) REVISED SIGN & AWNING TO BE PROVIDED BY	
9) REVISED SIGN & AWNING TO BE PROVIDED BY	
10) REVISED SIGN & AWNING TO BE PROVIDED BY	

Chandler Signs
www.chandler-signs.com

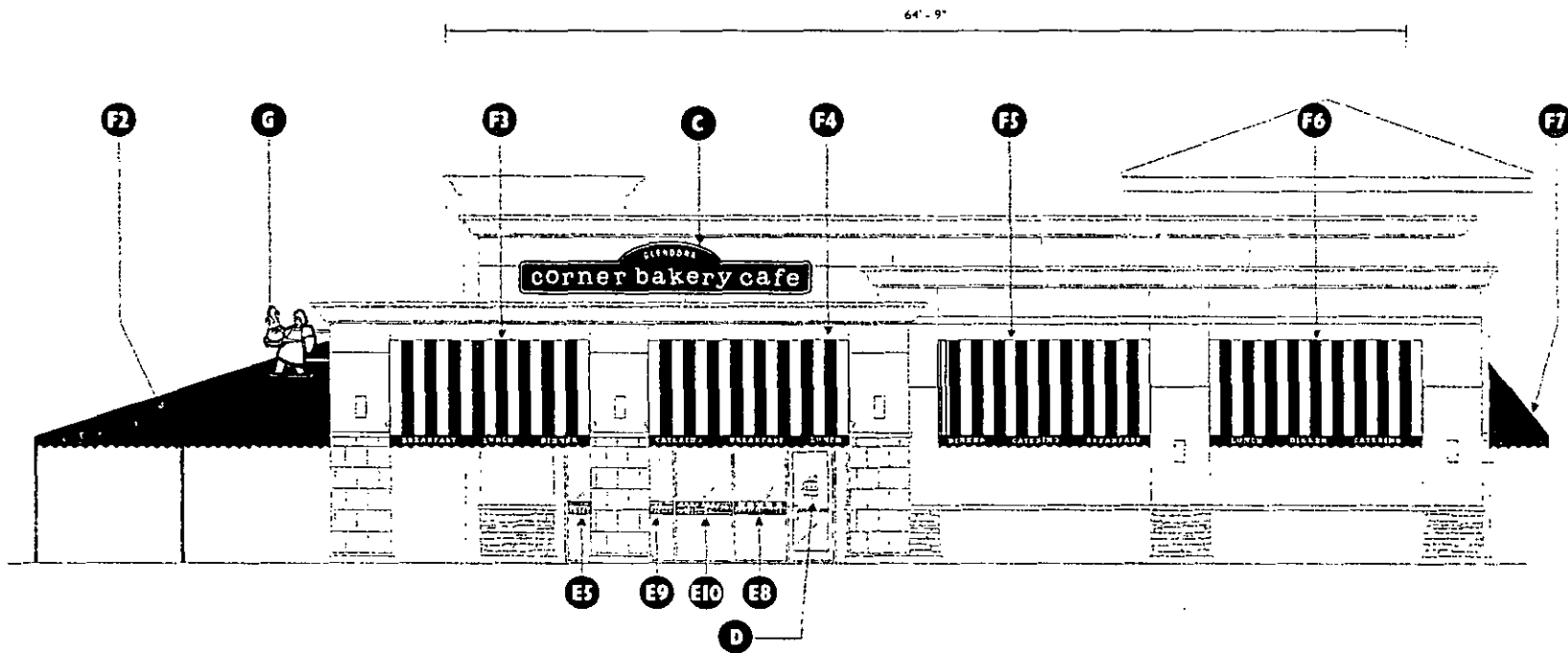
3201 Manor Way, Dallas, TX 75231	214-952-2000 Fax 214-952-2004
1186 Valliant, San Antonio, TX 78236	210-349-2804 Fax 210-349-6714
1331 Park Canyon Drive, Unit E, Yuba, CA 95901	709-947-7001 Fax 709-947-7013
600 Banner Trail, Houston, TX 77056-9147	713-687-2507 Fax 713-687-2506
725 West Main, Louisville, KY 40202	502-582-3557 Fax 502-582-3558

**FINAL ELECTRICAL
CONNECTION
BY CUSTOMER**

UL

DISTRIBUTION OF PRINTS

CLIENT	1	TOTAL	1
ARCHITECT	1		
ENGINEER	1		
CONTRACTOR	1		
OWNER	1		
OTHER	1		



SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

• NO LIGHTING ALLOWED ON THIS ELEVATION PER CITY CODE.

Design # 06-1452 R8
Sheet 3 of 13
Client CORNER BAKERY CAFE
Address Glendora, CA
Account DEBBIE MOLTZ
Rep. LAUREN STACKHOUSE
Designer ISH
Date 12/01/06

Approval / Date
Client
Sales
Estimating
Art
Engineering
Landlord

Revision / Date
1) REVISED WITH BAKERY OFFICE & HOURS
2) REVISED WITH BAKERY OFFICE & HOURS
3) REVISED WITH BAKERY OFFICE & HOURS
4) REVISED WITH BAKERY OFFICE & HOURS
5) REVISED WITH BAKERY OFFICE & HOURS
6) REVISED WITH BAKERY OFFICE & HOURS
7) REVISED WITH BAKERY OFFICE & HOURS

Chandler Signs
www.chandler-signs.com
1204 Manor Way, Dallas, TX 75231
214-982-2000 Fax 214-982-2044
1204 Yalbandi, San Antonio, TX 78236
281-349-3844 Fax 281-349-3714
1335 Park Canyon Drive, Suite C
Ft. Worth, TX 76108
817-967-7880 Fax 817-967-7881
4000 E. Highway 100
Fort Worth, TX 76116-9117
771-687-2507 Fax 771-687-2506
725 West Main
Lawrenceville, GA 30046
770-962-3157 Fax 770-962-3158
The company is the registered owner of the design and all rights are reserved for the company and its affiliates.

TITLE 24 COMPLIANT
State of California

Work Order

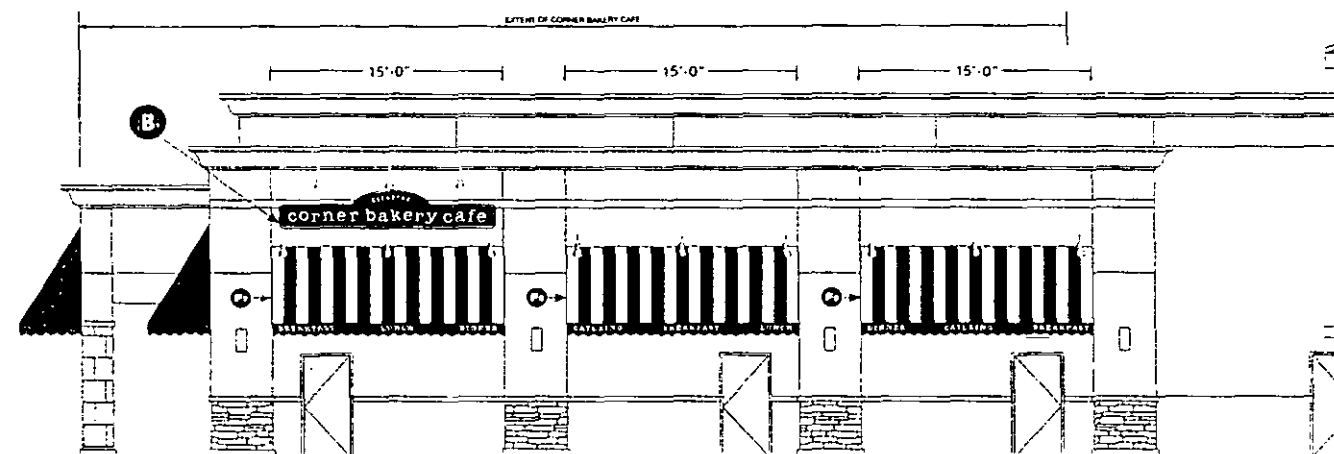
Engineer

FINAL ELECTRICAL CONNECTION BY CUSTOMER
UL

MATERIAL LIST

DISTRIBUTION OF PLANTS

TOTAL





S/F Wall PPS (Pan Panel Sign) - Sign Elevation

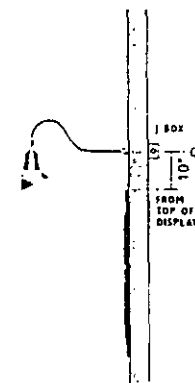
CBC-12-PPS-WS (1) One Required - Manufacture & Install

3/8" = 1'-0"

55.91 sq. Ft.

- (1" DEEP) .125" ALUM. FABRICATED PAN-PANEL DISPLAY PAINTED MATTE BLACK WITH 1" ACRYLIC F.C.O. COPY & GRAPHIC INSET BORDER, PTD WHITE WITH A MATTE FINISH. F.C.O.'s ARE PIN MOUNTED TO THE PANEL
- FLUSH MOUNTED TO WALL SURFACE WITH NON-CORROSIVE CLIPS & ANCHORS

* GOOSENECK LAMPS ARE TO BE PROVIDED & INSTALLED BY CLIENT'S ELECTRICIAN/G.C.



Design #	06-1452 R8
Sheet	5 of 13
Client	CORNER BAKERY CAFE
Address	Glendora, CA
Account	DEBBIE MOLTZ
Rep	LAUREN STACKHOUSE
Designer	ISH
Date	12/01/06
Approval / Date	
Client	
Sales	
Estimating	
Art	
Engineering	
Landlord	

Revision / Date

- 1) INITIALS MUST BE PROVIDED BEFORE A SIGN IS FABRICATED. SIGN MUST BE APPROVED BY THE CLIENT. SIGN MUST BE APPROVED BY THE CLIENT. SIGN MUST BE APPROVED BY THE CLIENT.
- 2) SIGN MUST BE APPROVED BY THE CLIENT. SIGN MUST BE APPROVED BY THE CLIENT. SIGN MUST BE APPROVED BY THE CLIENT.
- 3) SIGN MUST BE APPROVED BY THE CLIENT. SIGN MUST BE APPROVED BY THE CLIENT. SIGN MUST BE APPROVED BY THE CLIENT.
- 4) SIGN MUST BE APPROVED BY THE CLIENT. SIGN MUST BE APPROVED BY THE CLIENT. SIGN MUST BE APPROVED BY THE CLIENT.
- 5) SIGN MUST BE APPROVED BY THE CLIENT. SIGN MUST BE APPROVED BY THE CLIENT. SIGN MUST BE APPROVED BY THE CLIENT.
- 6) SIGN MUST BE APPROVED BY THE CLIENT. SIGN MUST BE APPROVED BY THE CLIENT. SIGN MUST BE APPROVED BY THE CLIENT.
- 7) SIGN MUST BE APPROVED BY THE CLIENT. SIGN MUST BE APPROVED BY THE CLIENT. SIGN MUST BE APPROVED BY THE CLIENT.
- 8) SIGN MUST BE APPROVED BY THE CLIENT. SIGN MUST BE APPROVED BY THE CLIENT. SIGN MUST BE APPROVED BY THE CLIENT.
- 9) SIGN MUST BE APPROVED BY THE CLIENT. SIGN MUST BE APPROVED BY THE CLIENT. SIGN MUST BE APPROVED BY THE CLIENT.
- 10) SIGN MUST BE APPROVED BY THE CLIENT. SIGN MUST BE APPROVED BY THE CLIENT. SIGN MUST BE APPROVED BY THE CLIENT.



www.chandler-signs.com

1201 Manor Way, Dallas, TX 75235
214-903-2000 Fax 214-903-2044

17006 Fallbrook, San Antonio, TX 78236
210-349-1304 Fax 210-349-4774

1315 Park Center Drive, Unit C
Vista, CA 92081
760-947-1000 Fax 760-947-7033

400 Banner Trail
Flowermont, CO 80446-9167
719-447-2507 Fax 719-447-2506

125 West Main
Lansing, MI 48202
501-543-3557 Fax 501-543-1440

See listing in the Yellow Pages of Chandler Signs, Inc. and all other signs for the representation of Chandler Signs, Inc.

TITLE 24 COMPLIANT

State of California

FINAL ELECTRICAL CONNECTION BY CUSTOMER



MATERIAL LIST

1. SIGN

2. LAMP

3. WIRE

4. BULB

5. MOUNTING

6. ANCHOR

7. CLIP

8. SCREW

9. NUT

10. WASHER

11. GASKET

12. SEAL

13. GLASS

14. FRAME

15. BACKING

DISTRIBUTION OF QUANTITY

1. SIGN

2. LAMP

3. WIRE

4. BULB

5. MOUNTING

6. ANCHOR

7. CLIP

8. SCREW

9. NUT

10. WASHER

11. GASKET

12. SEAL

13. GLASS

14. FRAME

15. BACKING

TOTAL

Work Order

12/01/06

12/01/06

12/01/06

12/01/06

12/01/06

12/01/06

12/01/06

12/01/06

12/01/06

12/01/06

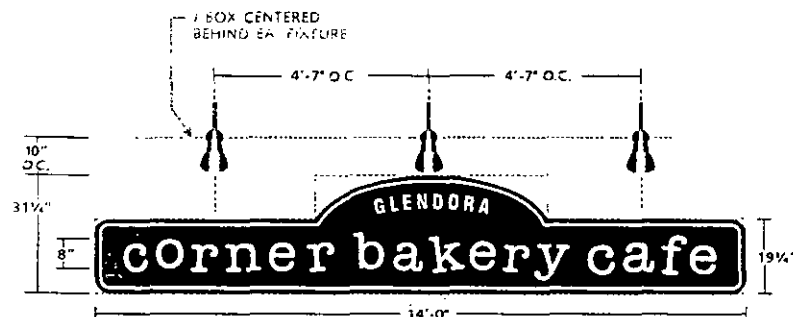
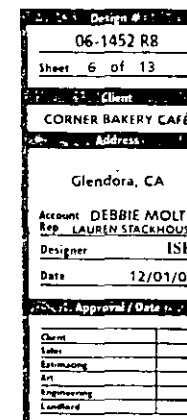
12/01/06

12/01/06

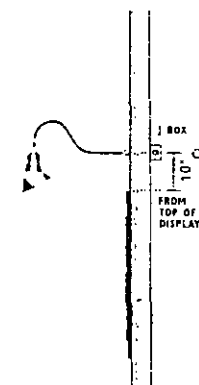
12/01/06

12/01/06

12/01/06



- (1" DEEP) .125" ALUM. FABRICATED PAN-PANEL DISPLAY PAINTED MATTE BLACK WITH 1" ACRYLIC F.C.O. COPY & GRAPHIC INSET BORDER, PTD WHITE WITH A MATTE FINISH. F.C.O.'s ARE PIN MOUNTED TO THE PANEL
- FLUSH MOUNTED TO WALL SURFACE WITH NON-CORROSIVE CLIPS & ANCHORS

 $3/8" = 1'-0"$

CBC-I2-PPS-W5 (1) One Required - Manufacture & Install

36.45 Sq. Ft.

* GOOSENECK LAMPS ARE TO BE PROVIDED
& INSTALLED BY CLIENTS ELECTRICIAN/IG.C

Revision / Date

12) SPECIALTY WEST ELECTRONIC SERVICE & REPAIR
SPECIALISTS WITH COPY NUMBER PAGE 2, 3 & 4
FROM AN INTERVIEW, 1/20/81, ON

42) SPECIALLY SET UP SHOOTING "TV" TO PROJECT UP
TO 40' HIGH USING ALL SHOOTING TO NEW SCENE

42) UNITED STATES, ELECTRONIC & RADIO PLAN
10-00-00

14-00000 SUBJECTS FILES AND LABOR "I"
BUREAU, 1/17/78

2) SPECIAL REPORTING 2 HOUR PLAN. REVIEW 2000
1. WINDUP MEET. 12/14/00

14) STATED BUREAU, STATED THE T FLIGHT
STATED BUREAU WILL BE INFLUENCE TO A 10
STATED BUREAU TO STATED THE T FLIGHT

OF COURSE, QUANTITY MATTERS AND RELATES TO THE

L.C.; changed without their consent to "L.C." upon
death and was buried at L.C. 8-10-69



4. www.chandlersigns.com

1784 Manor Way Dallas TX 75221
794-902-2000 Fax 794-902-2041

61104 Vallarta Los Angeles TX 9026
210-349-3884 Fax 210-349-471

1115 Park Center Drive, West
Victo, CA 92081
760-967-2002 Fax 760-967-709

400 Banner Trail
Fluorbank CO 80816-9267
719-463-3502 Fax: 719-463-3501

325 West Main
Lancaster, KY 40302

The following is the pattern of Chamber Ex. 1.1

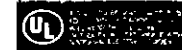
- and all right is as far as recorded as appeared in Chapter 2?

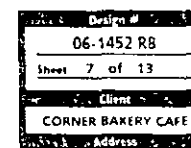
TITLE 24
COMPLIANT
State of California

Work Order

Engineer

**FINAL ELECTRICAL
CONNECTION
BY CUSTOMER**





Account DEBBIE MOLTZ
Rep LAUREN STACKHOUSE
Designer ISH
Date 12/01/06

Chen	
Li	
Estimating	
Run	
Engineering	
Laundress	

17) SPECIALTIES: LUTHERAN, METHODIST & ROMAN
CATHOLIC WITH CONF. GROUPS: A.R., A.L., A.S.
AND M. METHODIST, LUTHERAN, ETC.

(2) ~~INCREASED USE OF JOURNAL TV TO PROMOTE AND~~
~~TO BE USED EXTENSIVELY ALL THROUGHOUT THE CITY~~

LQ AIRWAY SPASMS, CLINICAL & PATHOLOGY

14. APPROXIMATE PERIODS WHEN LOST OR
RECOVERED: 6/17/89 LOST

EX) IMPROVED GUTTERING & ROOF FLASH. SPACED ROOF
& WINDUP VENT. 2/23/97 121

14. FURTHER STATEMENT, WHICH WAS THAT ALTHOUGH
SHE HAD BEEN TOLD BY HER BROTHER THAT HE HAD
BEEN TOLD BY HIS BROTHER THAT HE HAD BEEN TOLD
BY HIS BROTHER THAT HE HAD BEEN TOLD BY HIS BROTHER

107. CURRENT existing REPORT AND REASON for
in 1976/67

42. CHANGES SHOULD BE MADE TO THE
MAY 1968 EDITION 45-41-27-02



2201 Mariner Way, Dallas, TX 752
214-902-2000 Fax 214-902-2004

12504 V&B&S 301 Antares, TX 78111
110-349-1204 6 AM 110-349-277

1335 Park Avenue Drive West (Vista, CA 92081)
760-947-7001 Fax 760-947-7021

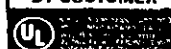
400 Banner Lane
Haverhill, MA 01830-7267
719-661-1587 Fax 719-667-250

325 West Main
Louisville, KY 40202

This drawing is the property of Quindley Lupton

and all rights to all use for reproduction are reserved by Chaudhry Signs L.P.

**FINAL ELECTRICAL
CONNECTION
BY CUSTOMER**



corner bakery cafe

$$3/8" = 1'-0"$$

55.91 sq. Ft.

- (1" DEEP) .125" ALUM. FABRICATED PAN-PANEL DISPLAY PAINTED MATTE BLACK WITH 1" ACRYLIC F.C.O. COPY & GRAPHIC INSET BORDER, PTD WHITE WITH A MATTE FINISH. F.C.O.'s ARE PIN MOUNTED TO THE PANEL
- FLUSH MOUNTED TO WALL SURFACE WITH NON-CORROSIVE CLIPS & ANCHORS

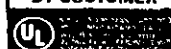
**TITLE 24
COMPLIANT**

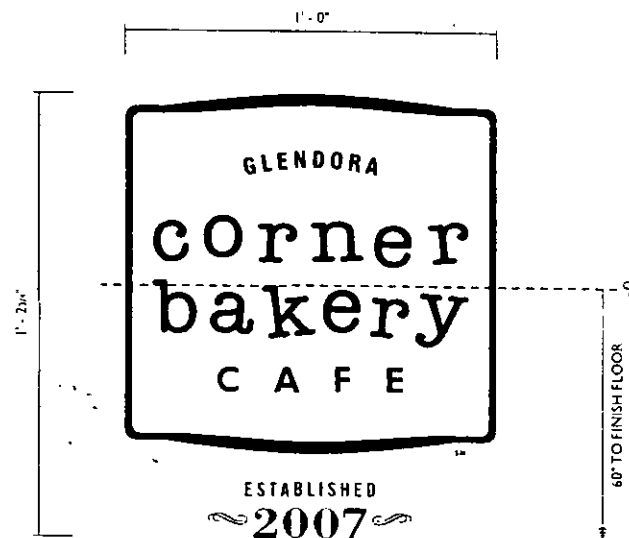
State of California

Wang, Y. and J. Wang, 2005, 'The Effect of the Exchange Rate on the Trade Balance in China', *Journal of International Trade and Development* 16(1): 1-15.

Engineer

**FINAL ELECTRICAL
CONNECTION
BY CUSTOMER**




$$3'' = 1' - 0''$$

FOUR (4) REQ'D. - MANUFACTURE & APPLY ON 1st SURFACE
1.00 SQ. FT. EACH

WINDOW VINYL GRAPHICS:
3M #7725-10 WHITE VINYL

APPLIED 1st SURFACE OF GLASS DOORS.

GRAPHICS SHOWN BLACK FOR VISUAL PURPOSE ONLY

157

DISTRIBUTION OF RESULTS

TOTAL

York County

Ergebnis

**FINAL ELECTRICAL
CONNECTION
BY CUSTOMER**

[illegible] **Chandler
Signs**

www.chandlersigns.com

1201 Manor Way Dallas, TX 75211

756 Valley View, San Antonio, TX 78224

266-349-3806 Fax 266-349-8772

760-947-7003 Fax 760-947-7003

400 Banner Trail
Huntsville, MO 65884-0243

719-487-2507 Fax 719-487-2501

125 West Main
Louisville KY 40202
603 483 1867 Fax 603 688 3444

This journal is the property of Charles E. Hooper

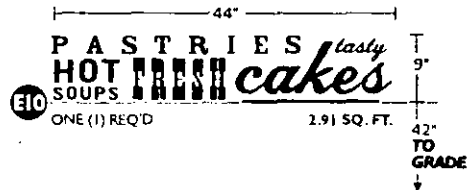
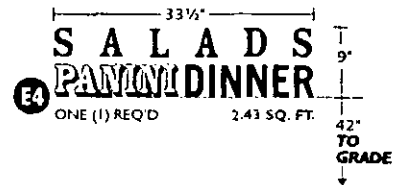
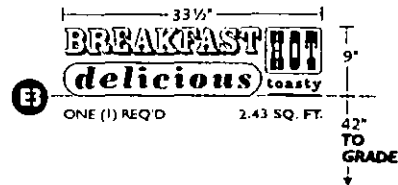
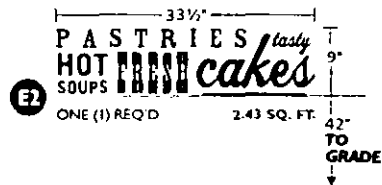
ALL RIGHTS IN THIS AND THE REPRODUCED ARE
RESERVED BY CHANDLER LTD L.P.

FINAL ELECTRICAL CONNECTION

CONNECTION BY CUSTOMER

AMERICAN PSYCHOLOGICAL ASSOCIATION
1200 17th St., N.W., Washington, D.C. 20036-2000
Tel: 202/336-6000 Fax: 202/336-6001
E-mail: info@apa.org Web: <http://www.apa.org>

[illegible]



E1-E10 MODIFIED ACRYLIC GRAPHICS 3/4" = 1'-0"

MANUFACTURE & APPLY ON 1st SURFACE

COPY SPECS:

1/32" BRIGHT WHITE SINGLE PLY MODIFIED ACRYLIC
W/ VHB ADHESIVE ON BACK SIDE OF ACRYLIC FOR
FIRST SURFACE APPLICATION OF COPY.

**GRAPHICS SHOWN BLACK FOR
VISUAL PURPOSE ONLY**

**TITLE 24
COMPLIANT**
State of California

corner bakery

Design # 06-1452 R8

Sheet 9 of 13

Client CORNER BAKERY CAFE

Address Glendora, CA

Account DEBBIE MOLTZ
Rep. LAUREN STACKHOUSE

Designer ISH

Date 12/01/06

Approval / Date

Client

Notes

Estimating

Sign

Engineering

Landmark

Revision / Date

1) SPECIFIED WHITE ACRYLIC, BRIGHT & SHINY
FINISHING WITH COPY, BRIGHT WHITE ACRYLIC IS
THE ONLY ACCEPTABLE FINISH. (1/10/06)

2) SPECIFIED COPY IS BRIGHT & SHINY. IT IS PROHIBITED
TO USE ANY OTHER TYPE OF COPY. ALL OTHERS TO BE REJECTED.
(1/10/06)

3) SPECIFIED GRAPHIC, BRIGHT & SHINY. FINISH
(1/10/06)

4) SPECIFIED GRAPHIC, BRIGHT & SHINY. FINISH
(1/10/06)

5) SPECIFIED GRAPHIC, BRIGHT & SHINY. FINISH
(1/10/06)

6) SPECIFIED GRAPHIC, BRIGHT & SHINY. FINISH
(1/10/06)

7) SPECIFIED GRAPHIC, BRIGHT & SHINY. FINISH
(1/10/06)

8) SPECIFIED GRAPHIC, BRIGHT & SHINY. FINISH
(1/10/06)

9) SPECIFIED GRAPHIC, BRIGHT & SHINY. FINISH
(1/10/06)

**Chandler
Signs**

www.chandler-signs.com

1104 Hanner Way, Dallas, TX 75225
214-901-2000 Fax 214-901-2044

12104 Hanner Way, San Antonio, TX 78216
214-949-2800 Fax 214-949-0714

1315 Park Center Drive, Suite C
Frisco, TX 75034
214-949-2800 Fax 214-949-0714

4000 Sutter Road
Frisco, TX 75034
214-949-2800 Fax 214-949-0714

525 West Main
Lawrenceville, GA 30046
770-962-2507 Fax 770-962-2506

525 West Main
Lawrenceville, GA 30046
770-962-2507 Fax 770-962-2506

525 West Main
Lawrenceville, GA 30046
770-962-2507 Fax 770-962-2506

525 West Main
Lawrenceville, GA 30046
770-962-2507 Fax 770-962-2506

525 West Main
Lawrenceville, GA 30046
770-962-2507 Fax 770-962-2506

525 West Main
Lawrenceville, GA 30046
770-962-2507 Fax 770-962-2506

525 West Main
Lawrenceville, GA 30046
770-962-2507 Fax 770-962-2506

525 West Main
Lawrenceville, GA 30046
770-962-2507 Fax 770-962-2506

525 West Main
Lawrenceville, GA 30046
770-962-2507 Fax 770-962-2506

525 West Main
Lawrenceville, GA 30046
770-962-2507 Fax 770-962-2506

525 West Main
Lawrenceville, GA 30046
770-962-2507 Fax 770-962-2506

525 West Main
Lawrenceville, GA 30046
770-962-2507 Fax 770-962-2506

525 West Main
Lawrenceville, GA 30046
770-962-2507 Fax 770-962-2506

525 West Main
Lawrenceville, GA 30046
770-962-2507 Fax 770-962-2506

525 West Main
Lawrenceville, GA 30046
770-962-2507 Fax 770-962-2506

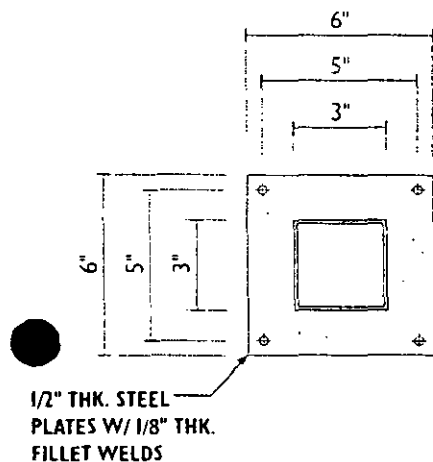
525 West Main
Lawrenceville, GA 30046
770-962-2507 Fax 770-962-2506

525 West Main
Lawrenceville, GA 30046
770-962-2507 Fax 770-962-2506

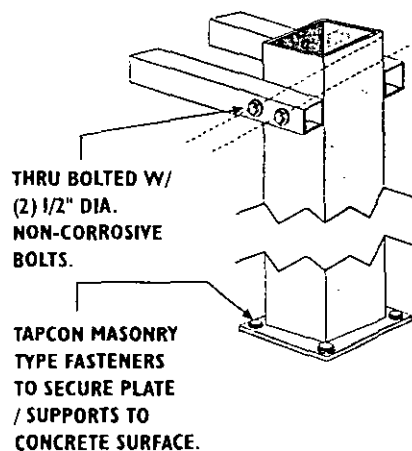
525 West Main
Lawrenceville, GA 30046
770-962-2507 Fax 770-962-2506

**FINAL ELECTRICAL
CONNECTION
BY CUSTOMER**

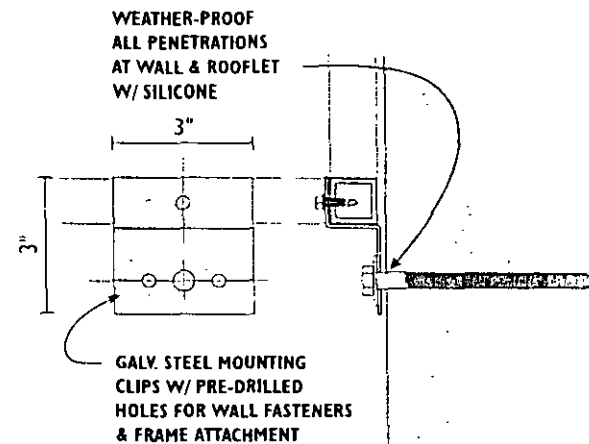
UL



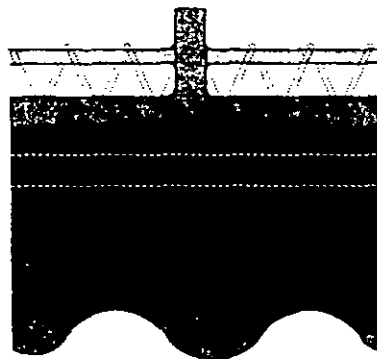
A.01 MOUNTING PLATE DETAIL
3" = 1'-0"



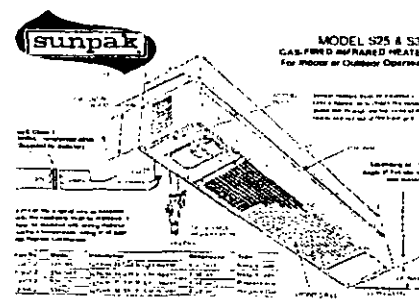
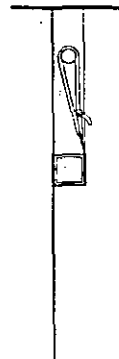
A.02 ATTACHMENT DETAIL
N.T.S.



A.03 ATTACHMENT @ BUILDING DETAIL
N.T.S.



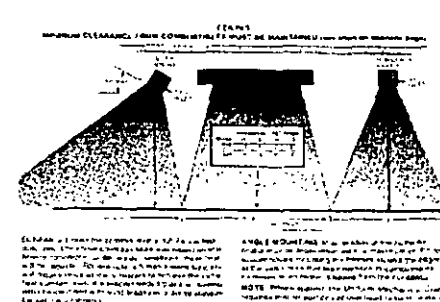
A.04 TYPICAL DETAIL
N.T.S. ENDVIEW N.T.S.



(6) SUNPAK MODEL S34 GAS-FIRED INFRARED HEATERS REQ'D.

(3) THREE MOUNTED TO WALL W/ MOUNTING KIT #12006
(6) SIX MOUNTED TO AWNING W/ MOUNTING KIT #12006

A.05 GAS-FIRED INFRARED HEATERS
N.T.S.



A.05 GAS-FIRED INFRARED HEATERS
N.T.S.

TITLE 24 COMPLIANT
State of California

Work Order

Engineer

corner bakery

Design # 06-1452 R8
Sheet 13 of 13
Client CORNER BAKERY CAFE
Address Glendora, CA
Account DEBBIE MOLTZ
Rep LAUREN STACKHOUSE
Designer ISH
Date 12/01/06
Approval / Date

Chem	
Notes	
Estimating	
Art	
Engineering	
Landlord	

Revision / Date

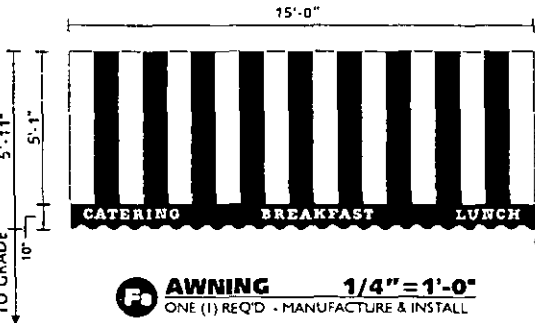
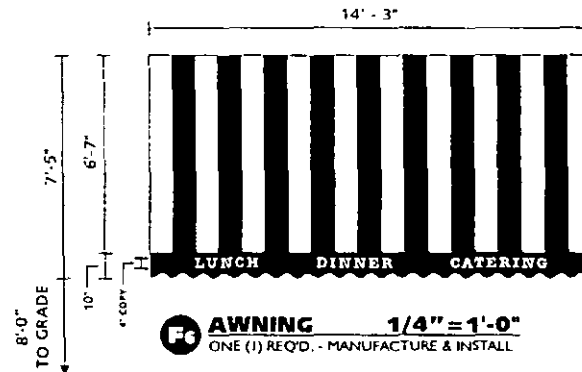
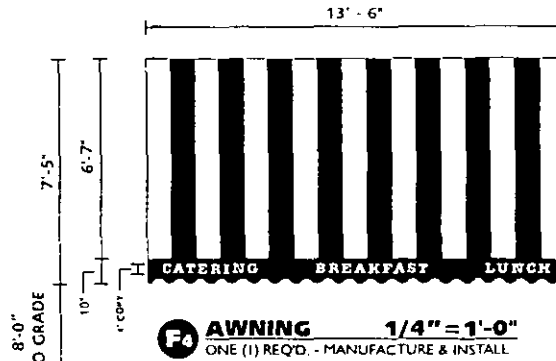
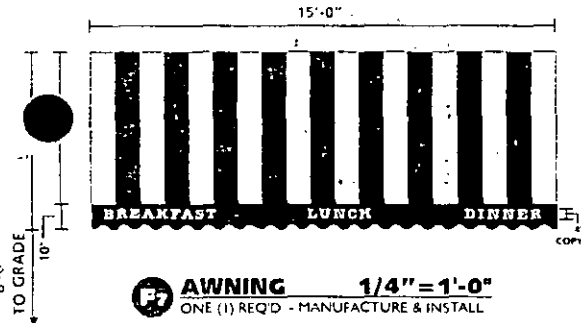
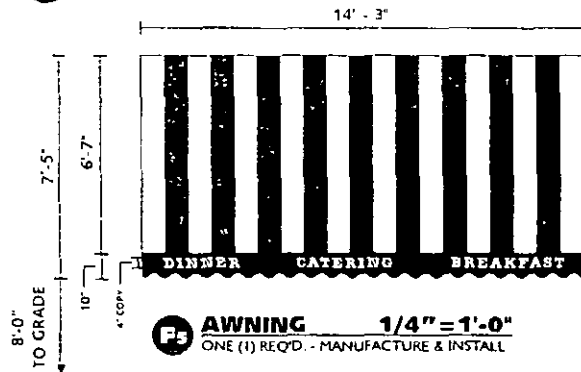
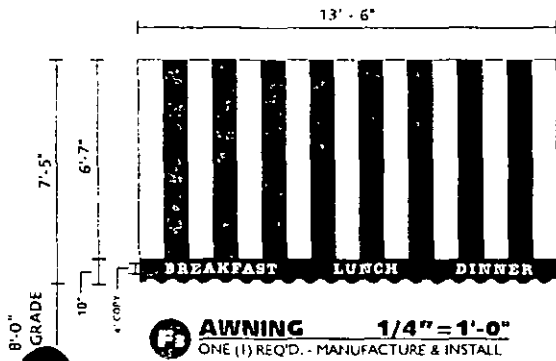
1	06-1452 R8
2	06-1452 R8
3	06-1452 R8
4	06-1452 R8
5	06-1452 R8
6	06-1452 R8
7	06-1452 R8
8	06-1452 R8
9	06-1452 R8
10	06-1452 R8
11	06-1452 R8
12	06-1452 R8
13	06-1452 R8
14	06-1452 R8
15	06-1452 R8
16	06-1452 R8
17	06-1452 R8
18	06-1452 R8
19	06-1452 R8
20	06-1452 R8
21	06-1452 R8
22	06-1452 R8
23	06-1452 R8
24	06-1452 R8
25	06-1452 R8
26	06-1452 R8
27	06-1452 R8
28	06-1452 R8
29	06-1452 R8
30	06-1452 R8
31	06-1452 R8
32	06-1452 R8
33	06-1452 R8
34	06-1452 R8
35	06-1452 R8
36	06-1452 R8
37	06-1452 R8
38	06-1452 R8
39	06-1452 R8
40	06-1452 R8
41	06-1452 R8
42	06-1452 R8
43	06-1452 R8
44	06-1452 R8
45	06-1452 R8
46	06-1452 R8
47	06-1452 R8
48	06-1452 R8
49	06-1452 R8
50	06-1452 R8
51	06-1452 R8
52	06-1452 R8
53	06-1452 R8
54	06-1452 R8
55	06-1452 R8
56	06-1452 R8
57	06-1452 R8
58	06-1452 R8
59	06-1452 R8
60	06-1452 R8
61	06-1452 R8
62	06-1452 R8
63	06-1452 R8
64	06-1452 R8
65	06-1452 R8
66	06-1452 R8
67	06-1452 R8
68	06-1452 R8
69	06-1452 R8
70	06-1452 R8
71	06-1452 R8
72	06-1452 R8
73	06-1452 R8
74	06-1452 R8
75	06-1452 R8
76	06-1452 R8
77	06-1452 R8
78	06-1452 R8
79	06-1452 R8
80	06-1452 R8
81	06-1452 R8
82	06-1452 R8
83	06-1452 R8
84	06-1452 R8
85	06-1452 R8
86	06-1452 R8
87	06-1452 R8
88	06-1452 R8
89	06-1452 R8
90	06-1452 R8
91	06-1452 R8
92	06-1452 R8
93	06-1452 R8
94	06-1452 R8
95	06-1452 R8
96	06-1452 R8
97	06-1452 R8
98	06-1452 R8
99	06-1452 R8
100	06-1452 R8

Chandler Signs

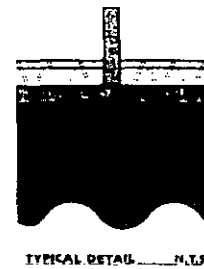
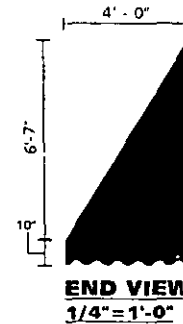
www.chandler-signs.com
1281 Mainway Way, Dallas, TX 75215
214-902-1000 Fax 214-902-1044
4204 Valiant, San Antonio, TX 78216
210-349-3804 Fax 210-349-4714
1335 Park Center Drive, Unit C
Yuba, CA 95981
709-917-7001 Fax 709-917-7003
400 Mainway, Unit 10
Florence, CO 80804-9161
719-687-1307 Fax 719-687-1306
315 West Main
Lebanon, NY 12042
502-582-3557 Fax 502-582-2000

FINAL ELECTRICAL CONNECTION BY CUSTOMER

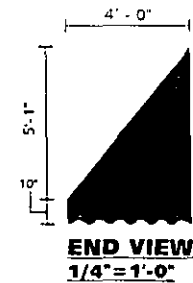
UL



**FIELD SURVEY REQ'D TO
VERIFY AWNING LENGTHS
& LOCATION.**



NON ILLUMINATED CANVAS AWNINGS:
MANUFACTURE & INSTALL CANVAS
AWNINGS.
1" SQ STEEL TUBE FRAMING
(GATORSHIELD); ATTACH
ULTRASHADE FABRIC USING 1/2" LACE
BAR & ZIP TIES.
COLORS TO BE BLACK & BRIGHT WHITE.
(HEAT TRANSFER)



Corner Bakery

Design # 06-1452 RB	
Sheet 12 of 13	
Client CORNER BAKERY CAFE	
Address Glendora, CA	
Account DEBBIE MOLTZ	App. LAUREN STACKHOUSE
Designer ISH	Date 12/01/06
Approval / Date	
Checked	
Sales	
Estimating	
Art	
Engineering	
Landscaping	
Revision / Date	
(1) AWNING MUST BE PROTECTED BY A SIGN	
(2) AWNING MUST BE PROTECTED BY A SIGN	
(3) AWNING MUST BE PROTECTED BY A SIGN	
(4) AWNING MUST BE PROTECTED BY A SIGN	
(5) AWNING MUST BE PROTECTED BY A SIGN	
(6) AWNING MUST BE PROTECTED BY A SIGN	
(7) AWNING MUST BE PROTECTED BY A SIGN	
(8) AWNING MUST BE PROTECTED BY A SIGN	
(9) AWNING MUST BE PROTECTED BY A SIGN	
(10) AWNING MUST BE PROTECTED BY A SIGN	

Chandler Signs

www.chandler-signs.com
2101 Pioneer Way, Dallas, TX 75235
214-951-1000 Fax 214-951-1044
11106 Talbott, San Antonio, TX 78216
210-544-1000 Fax 210-544-0714
5335 Park Center Drive, Suite C
Vista, CA 92081
760-947-7000 Fax 760-947-7022
4000 S. Highway 170, Suite 100
Flowermound, TX 75028
972-447-2507 Fax 972-447-2500
1113 West Plaza
Columbus, OH 43202
614-461-1157 Fax 614-461-1150
We accept all major credit cards. We are not responsible for
any damage to your property.

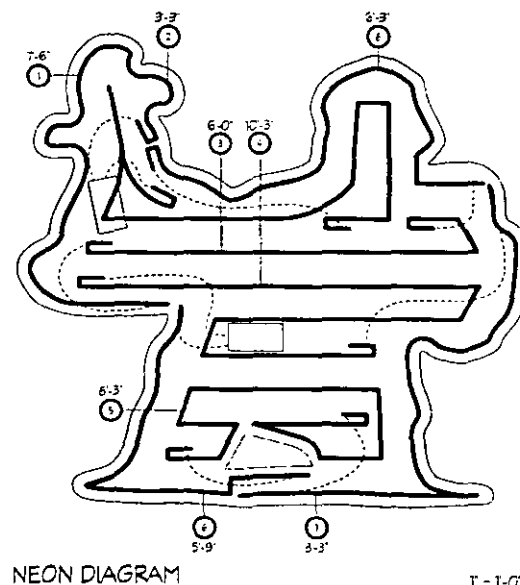
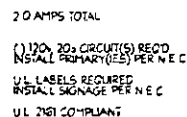
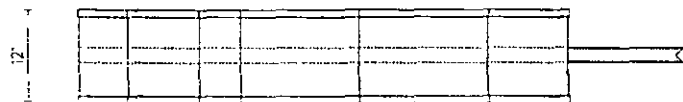
**TITLE 24
COMPLIANT**
State of California

**FINAL ELECTRICAL
CONNECTION
BY CUSTOMER**

MATERIAL LIST

DISTRIBUTION OF PRINTS

TOTAL



NEON DIAGRAM

$$\Gamma = \Gamma - G$$

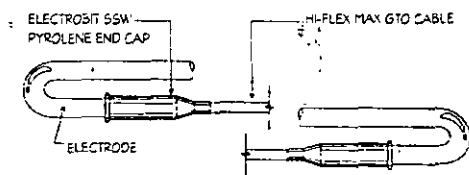
SCALE: 3/4" = 1'-0"

ONE (1) REQUIRED

26.25 SQ. FT.

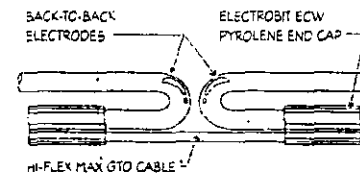
- D/F INTERNALLY ILLUMINATED SIGN 12" DEEP. FILLER & SUPPORTS PTD WHITE. WHITE ACRYLITE SG 015-2 FACES W/ 3M BLACK VINYL GRAPHICS & WHITE 1" TRIM-CAP.
- 6500 WHITE NEON ILLUMINATION. 30mA ELECTRONIC TRANSFORMERS MTD. TO INTERIOR OF CABINET.

NOTE: DISCONNECT SWITCH TO BE PROVIDED BY C.S.I.



UNIT CONNECTIONS

SEPARATED ELECTRODES



UNIT CONNECTIONS

BACK-TO-BACK ELECTRODES

**TITLE 24
COMPLIANT**
State of California

Work Order

2001. 2002.

**FINAL ELECTRICAL
CONNECTION
BY CUSTOMER**



EXHIBIT "C"

EXHIBIT C

WORK LETTER - CORNER BAKERY

This Work Letter sets forth the responsibilities of the Landlord with respect to Delivery of Drawings, Demolition of the space, and Tenant building/utility requirements for its use. All items in this Work Letter are to be performed by Landlord at Landlord's sole cost and expense unless otherwise specifically noted herein. All work to be performed by Landlord shall comply with all applicable Federal / State laws, rules, regulations and municipal codes.

I. Document Requirements: Landlord shall deliver to Tenant the following items:

- A. Site Plan:** A site plan depicting the location of the Premises within the Center, adjacent landscaping and parking stall layout, site lighting fixture layout (including specifications), a final grading plan, hardscape materials and configuration, and site furniture layout.
- B. Floor Plans:** A Lease Outline Drawing (LOD) / dimensioned floor plan of the demised Premises and plans of adjacent areas, both horizontally and vertically showing the following: (CADD files are preferred when available) (Changes in the LOD will create delays)

 - 1. the exact locations and size of columns and other structural work
 - 2. plumbing
 - 3. Mechanical equipment / location / sizes and chases
 - 4. Electrical switch-gear, transformers and other equipment locations
 - 5. Floor elevation changes including false floor decks, mezzanines and basements.
 - 6. Ceiling and roof deck heights
 - 7. Fire / Security Equipment and contacts
- C. Roof Plan:** A dimensioned roof plan of the Premises showing the following: (CADD files are preferred when available) (Changes in the LOD will create delays).

 - 1. Location of all existing mechanical / plumbing / electrical equipment.
 - 2. Roof screens / walkways / access ladders
 - 3. Roof penetrations
- D. Other Construction Documents:** Landlord shall perform the following tasks:

 - 1. **New Construction:** Landlord to develop and submit design documents of proposed Premises for Tenant's review and approval if Landlord is providing construction. Architectural, mechanical, plumbing, electrical, structural and civil engineering plans and specifications, should be coordinated with Tenant's architect through development. After mutual agreement, Landlord shall advise Tenant of any changes to or deviations from any plans or specifications governing Landlord's work. Should said changes cause any modification in the Tenant's scope of work, Landlord shall reimburse Tenant the cost of revising the Tenant's Construction Documents and the cost of field changes if under construction.
 - 2. **Existing Construction:** Landlord shall provide the full set of construction documents including architectural, mechanical, plumbing, electrical, structural and civil engineering plans and specifications

of existing demised premises for Tenant's use in designing Tenant's demised premises. The provided utility plan shall include space to accommodate a grease interceptor with accessibility as required by Tenant and as local code requires. If above ground slab exists, then post tensioned x-rays and through-slab penetration locations necessary for installation of all utilities are to be provided by Landlord.

3. **Rules Regulation:** Landlord shall provide tenant with any and all applicable restrictions upon the property which may impact signage, architecture, design, cost or timing regarding this property.
4. **Consultants:** Landlord shall provide tenant with a comprehensive list of consultants and contacts used on the development of the Center. If the Landlord requires Tenant to use Landlord's contractors, then names and contacts for contractors are to be provided to Tenant. Tenant reserves the right to establish fair market value for construction costs, through independent bidding. Any contractor required by Landlord will be required by Tenant to establish fair market value within 5%.

II. Landlord Work: Landlord covenants to do the following for the benefit of Tenant:

- A. **Condition of Lease Premises Upon Delivery:** The Premises, the surrounding site and all construction by Landlord shall comply with all applicable ADA and related state and local regulations. Landlord agrees to deliver the Premises per this work letter. After Landlord delivers the Premises to Tenant, Landlord shall remedy any defects, failures or conditions within 5 days after written notification by Tenant.

B. Building Requirements:

1. Removal of any hazardous materials and certification to Tenant that its removal was in compliance with all applicable laws. Landlord will defend, indemnify and hold Tenant harmless from any environmental condition affecting the Premises not caused by Tenant.
2. Landlord will at its sole cost complete all work required to meet all applicable codes and zoning for Tenant's use.
3. Demolition of existing drywall and non-structural assemblies unless otherwise noted by Tenant.
5. Minimum unobstructed clear height of no less than 12'-0". Plus space between bottom of structure and deck above of 2 ft. minimum, 4 ft. preferred.
6. ~~Tenant to supply slab at Landlord's cost. Not applicable~~
7. If interior slab exists, then it shall be level in good condition and structurally sound. Tenant will be permitted to saw-cut existing slab to place its underground utilities at all locations required by Tenant inside of Premises.
8. ~~For existing post-tensioned aboveground slabs, Landlord shall provide x-rays for areas designated by Tenant. Slab removal is to be performed by Landlord for areas designated by Tenant per the Tenant's final construction documents. Not applicable.~~
9. ~~For slab-on-grade conditions, slab removal is to be performed by the Landlord-Tenant for areas designated by Tenant per the Tenant's final floor plan.~~
10. A building structural system capable of supporting minimum live and dead loads with column locations, clear heights and bracing locations. Design to be coordinated with the Tenant's architect and structural engineer. Of particular concern is the structure under cooking equipment, walk-in cooler and HVAC equipment. Tenant assumes no additional structure will be required.

11. Building foundations per approved plans and specifications including suitable engineered soils and compaction, sub-grade rock removal, footings and grade beams.
12. Waterproofed building envelope.
13. Roofing: Landlord will provide a roofing system for all existing and new construction above the demised Premises complete with equipment screen, reasonable roof access, roof penetrations, roof curbs, and vibration isolation. Tenant shall have the right to approve the condition of the roof. Landlord will seal the connection between the Tenant's façade and the roof, curbs, penetrations and vibration isolators. Tenant shall install Grease Guard roof protection system at each grease generating exhaust fan.
14. Certified termite treatment. (if applicable)
15. Construction of fire resistant partitions, as required by City code, defining the demised Premises. Such partition shall extend from the floor slab to the underside of the metal decking and or structural members of the floor above. Landlord shall provide metal studs, drywall or sheathing and waterproofing on both sides of the demising wall.
16. Storefront / façade as shown on architectural elevations furnished by Landlord and approved by Tenant. Includes but is not limited to windows, revolving doors, personnel doors, entrance doors, with specified finishes, sheathing, base flashing and waterproofing.
17. A building fire sprinkler system as required by Code or by Landlord. Tenant will tie into Landlord's fire sprinkler system and monitoring system at a cost not to exceed \$500. If Tenant is required to use Landlord's contractor to install the system, cost will be at market value or Landlord will pay any amount over market value. Tenant shall install down sprinkler heads, hood exhaust fire protection systems, life safety systems required of local fire authorities and connect to Landlord's alarm panel.
18. Designated location contiguous to the demised premises for remote refrigeration for ice machine, walk-in coolers/freezers, compressors and for remote water heater. Tenant to locate water heaters and compressors for refrigeration and freezers either on tenant roof or within tenant space. There is no exterior or remote area for any of Tenant's equipment not capable of installation on the roof above Tenant's space.
19. Interior Slab subgrade preparation shall be engineered compacted fill, 8 inches below Tenants proposed finish floor elevation (+/- 1/10"). Landlord shall be responsible for any sub-grade rock removal within the demised premises to a depth sufficient for Tenants underground utility work.
20. (See item 7 above.)
- ~~20. If Interior Slab exists, then it shall be level, in good condition, and structurally sound. Tenant shall be permitted to saw-cut existing slab to place its' underground utilities at all locations required by Tenant inside of premises~~

C. Site requirements:

1. Landlord to provide Tenant approved hardscape plans, including but not limited to curbs, sidewalks, handicap ramps, handrails and planter areas outside the lease space. Transitions between finished patios/hardscape shall be ADA compliant.
2. Parking lot preparation, drainage, paving, striping, handicapped designation, lot lighting ~~under the control of Tenant~~, curbs, and medians.
3. Landscaping, irrigation and conduit for ground mounted lighting / signage.
4. Minimum of ~~5-3~~ spaces designated 10-15 minute short term parking for To-Go pickup ~~and-3~~ spaces for managers.
5. Designated area outside and adjacent to the demised premises min. 800 s.f. to accommodate the following items:

- Gas Meter
- Water Meter
- Dumpster / Compactor Accessed without the lifting or lowering of the rolling trash container.
- ~~Electric Supply for Compactor if specified~~
- Main Electrical Distribution Panel for any Step-down Transformer required.
- Transformers as approved by Tenant.
- ~~24 Hour Trash Holding Room.~~
- ~~Car Wash with Hot and Cold water hookups.~~

D. Utility Requirements:

General Note: Tenant will be responsible for extending the utility service from the main supply within the demised Premises, and installing associated localized controls. Landlord shall deliver all utilities described below to the inside of the demised Premises in compliance with applicable local codes at locations indicated by Tenant's architectural documents. It is assumed that Tenant will not be required to install additional equipment such as but not limited to: transformers, main disconnects, main switch-gear, meters, and manifolds. It is also understood that Landlord shall be responsible for any and all initial utility connection charges or development charges, including but not limited to impact fees, tap fees, site development fees and traffic impact fees. In the event any utility is to be billed through the Landlord, then Landlord will be responsible for any sub-meter and Tenant will not be charged more than market rate based on the sub-meter reading.

Typical Utility Requirements are as follows:

- Electric: 800 amp 120V/208V - 3 phase Service fully transformed, terminated and metered in panels inside the demised Premises. Landlord shall not place transformers or other required equipment below ceiling of demised Premises. If service other than 120/208V is provided, Landlord shall reimburse Tenant for the cost of any required step-down transformer.
- Gas: 2.5" low pressure service @ 1200 CFH minimum (Landlord's Engineer may substitute equal medium pressure gas service as Landlord's engineer calculates)
- Water: 2" service 2 35-40 PSI minimum.
- Fire Protection: A fire sprinkler system (when required by Code or by Landlord), to include water taps, extensions, head and risers and monitoring systems (tied into building alarms systems) which shall comply with NFPA 13 and any additional requirements imposed by applicable local codes. Landlord shall provide a fire sprinkler system consisting of a supply grid and up heads only. Tenant shall provide all additional down heads as required by local fire authority, along with any additional devices as listed above.
- Sanitation: 4" sanitary line, 4" vents. Minimum depth of 5'-0" below top of slab.
4" grease waste line, 4" vents, to an approved grease interceptor, sized as indicated below.
- Telephone: A 1.5" underground PVC conduit (or a 1.5" above ground thin-wall steel conduit in the case of an inline space) which will handle an 8 pair, 24 gauge telephone cable. 7 lines capacity, 2" underground PVC conduit (or a 2" above ground thin-wall steel conduit in the case of an inline space) which will handle an 8 pair, 24-gauge telephone cable with pull wire.
- Cable TV / Satellite: Landlord will allow tenant to install all necessary conduit required for a satellite dish that will be located on the roof, subject to governmental approvals
- Grease trap: By Tenant, As and only if required by local code, located outside of demised building area.
- Irrigation (if applicable) 1/2" to 1 1/2" line, dependent on size of Tenant's landscape area.

E. Mechanical Requirements:

General Note: Tenant is responsible only for extending and distributing the HVAC and exhaust ductwork from main supply within demised Premises, and installing associated localized controls. Designated exhaust duct shafts (black iron if required or Type II if allowed) and make-up air duct shafts to be delivered to the demised Premises from point of termination on roof and in compliance with applicable local codes at locations indicated by Tenant's construction documents. It is assumed that Tenant would not be required to install additional equipment such as but not limited to: heat pumps, exhaust filters/scrubbers, booster pumps, heat exchangers, boilers, fan coil units, chillers, condensers, metering devices, fans, transformers, main disconnects, and main switch-gear. When applicable, Chilled Water/Hot Water/Condenser Water supply and return shall be available for 365 days, 24-hour use. Landlord shall be responsible for any metering required on the Landlord provided chilled/hot/condenser water systems used by tenant.

- **Heating:** Design shall be building and site specific, however, gas fired heating systems are preferred.
- **Cooling:** A minimum of a single zoned system with a cooling capacity of 1 ton per every 100-250 square feet of the demised premises is required. However, the Design shall be building and site specific.
- **Smoke Evacuation System:** If applicable, Landlord shall provide systems in conformance with remainder of facility and in complete conformance with applicable codes. Sufficient exhaust capacity shall be provided to demised Premises from for Landlord's basic HVAC systems in order to comply with all codes. Landlord shall provide all fans, ducts, and controls to the demised Premises.
- **Fresh Air Intake:** As required by for Landlord's basic final mechanical design.
- **Black Iron Kitchen Hood Exhaust:** (See table below)
Tenant to provide designated exhaust ducts (black iron) and fire rated shafts delivered from Tenant space to point of termination on roof and in conformance with code, with sealed joints, as described by Tenant's architectural documents.

Item	CFM	Size
Range Hood Exhaust	2175	12"x14.5" v = 1800 fpm
Pizza Oven Exhaust	900	8"x9 " v = 1800 fpm
Dish Hood Exhaust	450	8"x8" v = 1000 fpm
Restroom Exhaust	600	8"x8" v = 1000 fpm
TOTAL	4125	
Range Hood make-up air	1500	14"x16" v = 1000 fpm

In High Rise type office buildings, the Range Hood and Pizza Oven exhaust ducts may be combined into one duct, which must be 16" x 16".

III. General Requirements: Landlord covenants to Tenant as follows:

- A. Landlord shall work with Tenant to allocate a designated staging and loading area adjacent to the Premises or in a location approved by Tenant. Landlord shall provide barricades if they are required.

- B. Landlord shall work with Tenant to allocate a space for Tenant's use for the purposes of hiring and training employees for approximately 10 weeks prior to opening date of the demised Premises. Space should be located within 100 feet of the restaurant entrance. ~~Space will not be enclosed or in a building. Tenant shall be provided with a space on the site for a trailer for this use, utilities to be provided by Tenant.~~
- C. Landlord to permit access to adjacent areas, both horizontally and vertically, for necessary installation and maintenance of Tenant's equipment.
- D. Tenant shall not be restricted in the hour during which construction work is performed. Tenant shall take reasonable care in minimizing noise impact to operating establishments. ~~Tenant shall not be allowed to perform construction work in Landlord's building during hours not approved by the local building authority.~~
- E. Landlord shall provide Tenant, at no cost, full, unregulated access to elevators/lifts if the demised Premises is on separate level from service court/loading dock/delivery area. Access to be open during construction hours.
- F. If demised Premises overhang beyond property limits, Landlord will be responsible for obtaining any permits for airspace use
- G. Landlord shall make available temporary phone and power, 200 amps, for Tenant's use in connection with Tenant's construction.

Accepted and approved: _____, 2006.

Company Name

Name, Title

- C. Landlord to permit access to adjacent areas, both horizontally and vertically, for necessary installation and maintenance of Tenant's equipment.
- D. Tenant shall not be restricted in the hour during which construction work is performed. Tenant shall take reasonable care in minimizing noise impact to operating establishments. ~~Tenant shall not be allowed to perform construction work in Landlord's building during hours not approved by the local building authority.~~
- H. Landlord shall provide Tenant, at no cost, full, unregulated access to elevators/lifts if the demised Premises is on separate level from service court/loading dock/delivery area. Access to be open during construction hours.
- F. If demised Premises overhang beyond property limits, Landlord will be responsible for obtaining any permits for airspace use.
- G. Landlord shall make available temporary phone and power, 200 amps, for Tenant's use in connection with Tenant's construction.

Accepted and approved: August 14, 2006.

Company Name Diamond Ridge Development LLC

PJH & Z Managing Director

Name, Title

EXHIBIT A

SITE PLAN

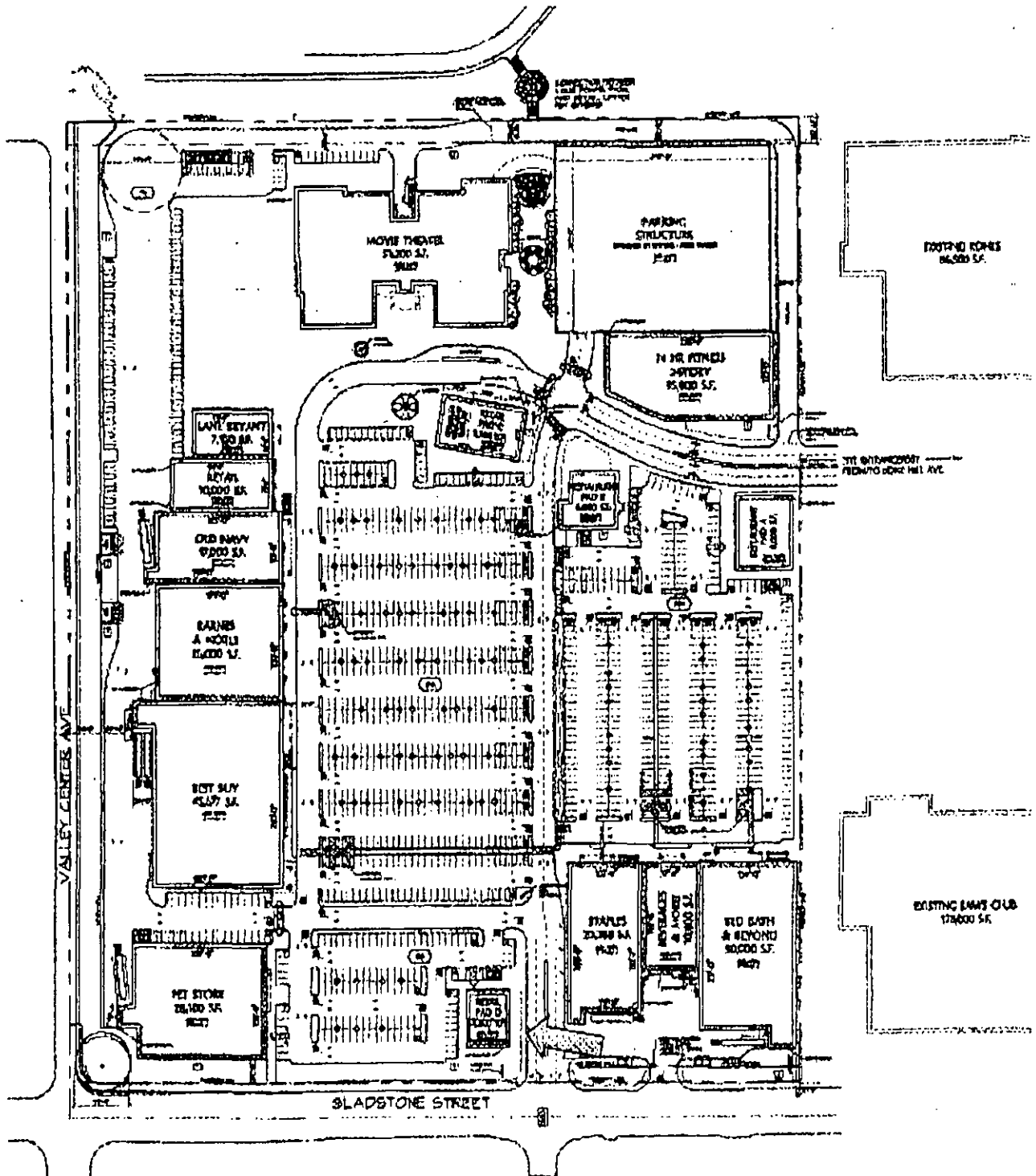


EXHIBIT "D"
INTENTIONALLY OMITTED

EXHIBIT "E"

EXHIBIT E

STIPULATION OF TERM OF LEASE

THIS STIPULATION OF TERM OF LEASE (this "Stipulation") is executed as of this _____ day of _____, 2007 by CBC Restaurant Corp., a Delaware corporation ("Tenant") and Diamond Ridge Development, LLC, a California limited liability company ("Landlord"), with respect to that certain Lease dated _____, 2007 (the "Lease") pursuant to which Tenant has leased from Landlord certain premises consisting of approximately 3,300 square feet in PAD D and being known generally by street and number as 3141 Gladstone Street, Glendora, CA 91741 (the "Premises").

In consideration of the mutual covenants and agreements set forth in the Lease, Landlord and Tenant hereby acknowledge and stipulate as follows:

1. All initially capitalized terms used herein shall have the meanings set forth for such terms in the Lease.
2. Tenant occupied the Premises on [_____, 200[_____]].
3. The Rent Commencement Date occurred on [_____, 200[_____]], and the expiration of the Primary Term will occur on [_____, 200[_____]].
4. Tenant's obligation to pay Base Rent under the Lease commenced on [_____, 200[_____]]. Tenant's obligation to pay Additional Rent under the Lease commenced on [_____, 200[_____]].
5. The Lease is unmodified and in full force and effect.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Stipulation as of the date first set forth above.

TENANT:

CBC Restaurant Corp., a Delaware corporation

By: _____

Name: _____

Title: _____;

Date: _____

LANDLORD:

DIAMOND RIDGE DEVELOPMENT, LLC, a California limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT "F"

EXHIBIT F

MEMORANDUM OF LEASE

This Memorandum of Lease is made this ____ day of _____, 200__, by and between, DIAMOND RIDGE DEVELOPMENT, LLC, a California limited liability company ("Landlord"), whose address is 48900 Milmont Drive, Fremont, CA 94538 and CBC Restaurant Corp., a Delaware corporation ("Tenant"), whose address is 12700 Park Central Drive, Suite 1300, Dallas, TX 7521.

1. Leased Premises. Landlord hereby grants, demises and leases to Tenant, and Tenant hereby leases from Landlord, the Premises with improvements and appurtenant easements, if any, containing approximately 3,300 square feet in PAD D and designated as 3141 Gladstone Street, Glendora, CA 91741 ("Premises"), situated in the building and surrounding land known as Diamond Ridge Marketplace, in the City of Glendora and County of Los Angeles, State of California.

2. Term. To have and to hold for a term commencing on _____, 20____, and ending _____, 20____.

3. Option to Extend. Landlord grants to Tenant the option to extend the term of the lease at the expiration of the original term for two (2) successive periods of five (5) years each aggregating ten (10) years.

4. Successors and Assigns. The conditions and provisions hereof shall inure to the benefit of and shall be binding upon Landlord, Tenant, and their respective personal representatives, executors, successors, heirs and assigns and shall run with the land.

5. Memorandum. The rentals to be paid by Tenant and all of the obligations and rights of Landlord and Tenant are set forth in the Lease dated _____ ("Lease") and executed by the parties. This instrument is merely a memorandum of the Lease and is subject to all of its terms, conditions and provisions. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall prevail.

IN WITNESS WHEREOF, Landlord and Tenant or their authorized representatives or officers have signed This Memorandum of Lease this ____ day of _____, 2007.

LANDLORD:

DIAMOND RIDGE DEVELOPMENT, LLC
a California limited liability company

By: _____

Name: _____

Title: _____

Date: _____

TENANT:

CBC RESTAURANT CORP.,
a Delaware corporation

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "G"

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

CATHAY BANK
250 S. Atlantic Blvd., 2nd Floor
Monterey Park, California 91754
Attention: Angela K. Hui, First Vice President

Assessor's Parcel No.: 8642-020-006 / 8642-020-007

**SUBORDINATION, NONDISTURBANCE
AND ATTORNMENMENT AGREEMENT**

NOTICE: THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENMENT AGREEMENT RESULTS IN THE LEASEHOLD ESTATE IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENMENT AGREEMENT ("Agreement") made to be effective as of the ____ day of April 2007, by and among CATHAY BANK, a California banking corporation ("Lender"), DIAMOND RIDGE DEVELOPMENT, LLC, a California limited liability company ("Landlord" or "Borrower"), and CBC Restaurant Corp., a Delaware corporation ("Tenant");

W I T N E S S E T H

WHEREAS, Lender is the owner and holder of that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of August 24, 2006 (the "Deed of Trust"), covering the real property described in **EXHIBIT "A"**, attached hereto and made a part hereof for all purposes, and the buildings and improvements thereon, provided in the Lease (as hereinafter defined) (hereinafter collectively called the "Property"), which Deed of Trust was recorded in the Official Records of Los Angeles County on August 30, 2006, California, securing the payment of a loan (the "Loan") made by Lender to Borrower pursuant to that certain Loan Agreement dated as of August 24, 2006 ("Loan Agreement"), and that certain Promissory Note by Borrower in favor of Lender dated as of August 24, 2006 ("Note") (with the Loan Agreement, Note, Deed of Trust and the other documents executed by Borrower in connection with the Loan being hereinafter sometimes referred to individually and collectively as "Loan Documents"); and

Diamond Ridge Development, LLC
& CBC Restaurant Corp.

WHEREAS, Tenant is the holder of a leasehold estate pursuant to a lease between Landlord and Tenant, dated April ____, 2007 (hereinafter called the "Lease") covering a portion of the Property as more particularly described in Supplement I ("Premises"); and

WHEREAS, Borrower has assigned its rights as landlord under the Lease to Lender to facilitate repayment of the Loan and performance of its obligations under the Deed of Trust; and

WHEREAS, Tenant and Lender desire to confirm their understanding with respect to the Lease and the Deed of Trust;

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

1. SUBORDINATION. Subject to Paragraph 2 below, the Lease is hereby made, and shall at all times during the term of the Loan continue to be, subject and subordinate in each and every respect, to the lien of the Deed of Trust and to any and all liens, interests and rights created thereby and to any and all increases, renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Deed of Trust or the indebtedness or other obligations secured thereby.

2. NONDISTURBANCE. So long as Tenant is not in default beyond any period given Tenant under the Lease to cure such default in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, (a) Tenant's possession of the Premises and Tenant's rights and privileges under the Lease, and any extensions or renewals thereof, shall not be diminished or interfered with by Lender or anyone claiming under Lender in the exercise of any of its rights under the Loan Documents or by any party who acquires the Property from Lender as a result of the exercise by Lender of any such rights, (b) Tenant's occupancy of the Premises shall not be disturbed by Lender or anyone claiming under Lender in the exercise of any of its rights under the Loan Documents during the term of the Lease or any extensions or renewals thereof or by any party who acquires the Property from Lender as a result of the exercise by Lender of any such rights, and (c) Lender will not join Tenant as a party defendant in any action or proceeding for the purpose of terminating Tenant's interest and estate under the Lease because of any default under the Deed of Trust or any other instrument evidencing or securing the Loan.

3. ATTORNMEN. Subject to Paragraph 2 above, if any proceedings are brought for the foreclosure of the Deed of Trust, or if the Property is sold pursuant to a trustee's sale under the Deed of Trust, or if Lender becomes owner of the Property by acceptance of a deed or assignment in lieu of foreclosure or otherwise, Tenant shall attorn to the Lender or purchaser, as the case may be, upon any such foreclosure sale or trustee's sale, or acceptance by Lender of a deed or assignment in lieu of foreclosure, and Tenant shall recognize Lender or such purchaser, as the case may be, as the Landlord under the Lease. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of any of the parties hereto.

4. LENDER'S RIGHTS, REMEDIES AND LIABILITY AS A LANDLORD OR LENDER IN POSSESSION. If Lender shall succeed to the interest of Landlord under the Lease in any manner, or if any purchaser acquires the Property upon any foreclosure of the Deed of Trust or any trustee's sale under the Deed of Trust, Lender or such purchaser, as the case may be, shall have the same remedies by entry, action or otherwise in the event of any default by Tenant beyond any period given Tenant under the Lease to cure such default in the payment of rent or additional rent or in the performance of any of the terms, covenants and conditions of the Lease on Tenant's part to be performed that Landlord had or would have had if Lender or such purchaser had not succeeded to the interest of Landlord. Thereafter, Lender or such purchaser shall be bound to Tenant under all the terms, covenants, and conditions of the Lease, and Tenant shall, from and after the succession to the interest of Landlord under the Lease by Lender or such purchaser, have the same remedies against Lender or such purchaser for the breach of an agreement contained in the Lease that Tenant might have had under the Lease against Landlord if Lender or such purchaser had not succeeded to the interest of Landlord, and Tenant shall be bound to Lender or such purchaser under all of the terms, covenants and conditions of the Lease. However, Lender or such purchaser shall not be:

(a) liable for any act or omission of any prior landlord (including Landlord), except (i) to the extent of any tenant improvement allowance earned by Tenant under the Lease, or (ii) to the extent Lender or such purchaser continues any act or omission of any prior landlord (including Landlord) after the expiration of any applicable notice and cure period provided in the Lease; provided, however, under such circumstance, Lender or such purchaser shall only be liable for its acts and omissions, and under no circumstance shall Lender or such purchaser be liable for any damages, whether foreseeable, unforeseeable, direct, indirect, consequential, punitive or otherwise, based on any acts or omissions of any prior landlord (including Landlord); or

(b) subject to offsets or defenses which Tenant might have against any prior landlord (including Landlord) except to the extent that Lender continues any act or omission after the expiration of any applicable notice and cure period provided in the Lease; or

(c) bound by any rent or additional rent which Tenant might have paid for more than thirty (30) days in advance to any prior landlord (including Landlord), unless the same was paid to and received by Lender; or

(d) bound by any representation or warranty contained in the Lease or made by any party to Tenant, including, but not limited to, Landlord; or

(e) unless consented to by Lender, bound by any amendment or modification of the Lease that (i) decreases the effective rent payable by Tenant, (ii) decreases the Term of the Lease or (iii) otherwise materially increases the burden of Landlord under the Lease. Except for amendments or modifications in the nature of those described in (i), (ii) or (iii) above, Lender shall not unreasonably withhold or delay its consent to requested amendments or modifications to the Lease,

(f) liable for any security deposit or other sum(s) paid by Tenant to Landlord and which were not received by Lender.

Neither Lender nor any other party who from time to time shall be included in the definition of Lender hereunder, shall have any liability or responsibility under or pursuant to the terms of this Agreement from the date it ceases to own an interest in or to the Property. Tenant further acknowledges and agrees that neither Lender nor any purchaser of the Property at any foreclosure sale nor any grantee of the Property named in a deed-in-lieu of foreclosure, nor any heir, legal representative, successor, or assignee of Lender or of any such purchaser or grantee, has or shall have any personal liability for the obligations of Landlord under the Lease, except to the extent of the rents, security deposits, and insurance and condemnation proceeds actually received and the equity in the Property then owned by such party.

5. NO WAIVER. Nothing herein contained is intended, nor shall it be construed, to abridge or adversely affect any right or remedy of Landlord under the Lease in the event of any default by Tenant (beyond any period given Tenant to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed.

6. NOTICES. Tenant hereby acknowledges and agrees that:

(a) From and after the date hereof, Tenant will give Lender concurrent notice of any notice of default delivered to Landlord, and Lender shall have the same time period under the Lease as Landlord to remedy such default.

(b) If Lender notifies Tenant of a default under the Deed of Trust and demands that Tenant pay its rent and all other sums due under the Lease to Lender, Tenant shall honor such demand and pay its rent and all of the sums due under the Lease directly to Lender or as otherwise required pursuant to such notice. In connection therewith, Landlord, by its execution of this Agreement, hereby acknowledges and agrees that in the event of a default under the Deed of Trust, Tenant may pay all rents and all of the sums due under the Lease directly to Lender as provided hereinabove upon notice from Lender that Landlord is in default. If Tenant shall make rental payments to the Lender following receipt of notice that Landlord is in default, Landlord hereby waives any claims against Tenant for the amount of such payments made by Tenant to Lender.

7. INTENTIONALLY DELETED.

8. AMENDMENTS/SUCCESSORS. This Agreement may not be amended or modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and permitted assigns, and any purchaser or purchasers at foreclosure of the Property, and their respective heirs, personal representatives, successors and assigns.

9. NOTICE OF MORTGAGE. To the extent that the Lease shall entitle the Tenant to notice of any mortgage or deed of trust, this Agreement shall constitute such notice to the Tenant with respect to the Deed of Trust. Tenant has not received written notice of any assignment, hypothecation, mortgage, or pledge of Landlord's interest in the Lease or the rents or other amounts payable thereunder other than that given to Lender. Tenant consents to the Deed of Trust and to the assignment of Landlord's rights under the Lease to Lender. Lender may, at its election, in its sole and absolute opinion and judgment, subordinate the lien of the Deed of Trust to the Lease and the leasehold interest created thereby, and make said lien subject to the Lease by providing Landlord and Tenant written notice of such election at any time prior to completion of a foreclosure of the Deed of Trust, whether judicial or through the power of sale contained in the Deed of Trust, or the acceptance of any assignment or deed in lieu of foreclosure. From and after delivery of such notice to Tenant, the lien of the Deed of Trust shall be subject and subordinate to the Lease and the leasehold estate created thereby.

10. MULTIPLE COUNTERPARTS. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

11. CAPTIONS. The captions, headings, and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

NOTICE: THIS AGREEMENT CONTAINS A PROVISION WHICH MAY ALLOW THE PARTIES AGAINST WHOM YOU CLAIM AN EQUITABLE INTEREST IN REAL PROPERTY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed as of the day and year first above written.

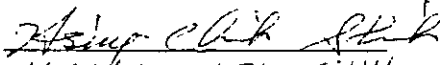
"Lender"

CATHAY BANK,
a California banking corporation

By: 
Name: Angela Hui
Title: First Vice President &
Assistant Manager


"Landlord"

DIAMOND RIDGE DEVELOPMENT, LLC,
a California limited liability company

By: 
Name: Hsiang Chieh Shih
Title: Managing Member

"Tenant"

CBC RESTAURANT CORP.,
a Delaware corporation

By: 
Name: Blake Bennett
Its: Vice President

[ALL SIGNATURES MUST BE ACKNOWLEDGED]

STATE OF CALIFORNIA)
) ss
COUNTY OF Los Angeles)

On June 29th, 2007, before me, Tjeah Ming Lee, a Notary Public in and for said County and State, personally appeared Angela Hui, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

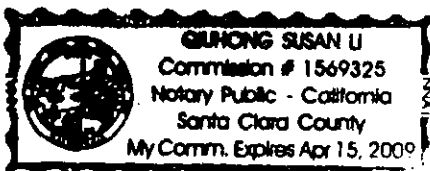


Tjeah Ming Lee
Notary Public

STATE OF CALIFORNIA)
) ss
COUNTY OF Santa Clara)

On June 28th 2007, before me, Qiu Hong Susan Li, a Notary Public in and for said County and State, personally appeared Hsing C Shih, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Qiu Hong Susan Li
Notary Public

STATE OF TEXAS)
) ss
COUNTY OF Dallas)

On 06-14-07, before me, Maria J. Nava, a Notary Public in and for said County and State, personally appeared Blake Bernet, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public



My commission expires: 2-18-09

EXHIBIT "A"



LEGAL DESCRIPTION

PARCEL 1 OF PARCEL MAP NO. 15187, IN THE CITY OF GLENDORA, AS PER MAP FILED IN BOOK 176, PAGES 45 AND 46 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY.

SUPPLEMENT I

1.1 Date of Lease: April 16, 2007

 Present Landlord: Diamond Ridge Development, LLC

 Present Tenant: Concepcion Holdings, Inc.  

 Premises: Approximately 3,300 square feet of ground floor retail space in Retail Pad ~~Q~~ having a tentative address of 1365 East Gladstone Street, Suite 100, Glendora, CA situated in the premises having a legal description as follows: PARCEL 1 OF PARCEL MAP NO. 15187, IN THE CITY OF GLENDORA, AS PER MAP FILED IN BOOK 176, PAGES 45 AND 46 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY.

1.2 Original Principal
 Amount of Note: \$66,000,000

 Deed of Trust Dated: August 24, ~~2007~~ 2006

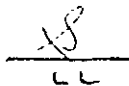
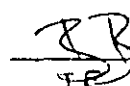
 County: Los Angeles  

EXHIBIT "H"

Diamond Ridge Development, LLC

City of Glendora, California

Exclusives and Prohibited Uses

CC&Rs

Prohibited Uses

Notwithstanding the provisions of Section 2.1 to the contrary, no use shall be permitted which is inconsistent with the operation of a first-class retail shopping/commercial center unless approved in writing by the Declarant; provided, however, nothing contained herein shall prohibit the use for office and commercial provided such uses are approved in advance in writing by the Declarant. Without limiting the generality of the foregoing, the following uses shall not be permitted without the Declarant's approval: (i) any bowling alley, (ii) any arcade, (iii) any tavern or bar, except to the extent incorporated within a restaurant operated primarily for on-premises consumption, (iv) any night club or discotheque, (v) any second hand or surplus store (provided that this restriction shall not be deemed to preclude the operation of a first-class antique store or consignment store), (vi) any mobile home park or trailer court (except that this provision shall not prohibit the temporary use of construction trailers), (vii) any dumping, disposing, incineration or reduction of garbage (exclusive of appropriately screened dumpsters located in the rear of any building), (viii) any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation, (ix) any central laundry or dry cleaning plant or laundromat (except that this prohibition shall not be applicable to on-site service provided solely for pickup and delivery by the ultimate consumer, including nominal supporting facilities, or a so-called "green cleaners" [i.e., the facility does not use perchlorethane or any other Hazardous Materials for cleaning operations]), (x) any automobile, truck trailer or R.V. sales, leasing, display or repair, (xi) any skating rink, (xii) any living quarters, sleeping apartments or lodging rooms, (xiii) any animal raising facilities, (xiv) any mortuary, (xv) any establishment selling or exhibiting pornographic materials (provided that the sale or rental of "adult" materials, shall not violate this restriction as long as the same is conducted in compliance with all applicable laws and is only an incidental use with no sign, advertisement or display in any store front window or otherwise in locations visible from the outside), (xvi) any movie theater; (xvii) any operation used primarily as a training or educational facility, including, but not limited to, beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers, (xviii) any gas or service station, (xix) any church, temple, synagogue or other place of worship, (xx) any auditorium, meeting hall or other place of public assembly, (xxi) 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/black-jack/keno machines or similar devices, or bingo parlor (this prohibition shall not be applicable to government sponsored gambling activities or charitable gambling activities, so long as such activities are incidental to the business operation being conducted by the Occupant and are approved in advance by Declarant), (xxii) any massage parlor (except for bona fide therapeutic massage, chiropractic care, sports therapy, a beauty salon/day spa and other bona fide massage services in connection with a permitted health club use), topless club or "strip joint", (xxiii) any operation primarily used as a storage warehouse operation, (xxiv) any assembling, manufacturing, distilling, refining, smelting, agricultural or mining operation, (xxv) any use which is a public or private nuisance, or (xxvi) any use which emits an obnoxious odor, noise or sound which can be heard or smelled outside of any Building in the Project.

BEST BUY

Exclusive

Tenant may initially use the Premises and Landlord represents, warrants and covenants to and with Tenant that, as of the Commencement Date, Tenant may lawfully use the Premises for sales, rental, service and warehousing (and if applicable, installation in motor vehicles) of the product categories listed below, other products typically sold in the majority of Tenant's stores, and thereafter for any lawful retail use, subject to exclusives granted to other tenants in the Shopping Center as at the date of execution of the Tenant's Lease. Landlord shall not permit any person or entity other than Tenant (or Tenant's parent company, affiliates, assignees, sublessees and assigns) in space leased directly or indirectly from Landlord, to sell, rent, service and/or warehouse (and, if applicable, install in motor vehicles) the following product categories ("Protected Products"): electronic equipment or appliances (including, without limitation, televisions, stereos, radios and dvd or video machines); major household appliances (including, without limitation, refrigerators, freezers, stoves, microwave ovens, dishwashers, washers and dryers); personal computers and peripherals, computer software; car radios, stereos, tape decks or phones; entertainment software including compact discs, music videos, dvds and prerecorded tapes; accessories and connectors for products sold by Tenant (including, without limitation, cable connectors, surge protectors, cables, wires and batteries); telephones, telecopy, facsimile and photocopy machines; photographic cameras or equipment; office equipment, supplies; any substitutes for or items which are a technological evolution of the foregoing items; and/or any other related items without Tenant's prior written consent which may be granted or withheld in Tenant's sole and absolute discretion. Notwithstanding the foregoing, the sale of any one or all of the Protected Products by any other tenant or occupant in the Shopping Center shall be excluded from the foregoing restriction provided such tenant or occupant restricts the retail sales area dedicated to the sale of one or all of the foregoing product categories to less than one thousand, five hundred (1,500) square feet (inclusive of one-half (1/2) of any aisle adjacent to the area or fixture in which the items are sold) within such tenant or occupant's premises. Further, the foregoing restrictions shall not apply to (i) Home Depot, Lowe's, Orchard Supply Hardware or similar such stores specializing in the sale of home improvement products in excess of 50,000 square feet; (ii) a national or regional office superstore such as Staples or Office Depot for as long as such retailer operates as an office superstore; (iii) a national or regional bookseller such as Barnes & Noble or Borders for as long as such retailer operates primarily as a bookseller; (iv) a "Radio Shack" as long as such "Radio Shack" is located at least two hundred (200) feet from the Premises and is five thousand (5,000) square feet or less; (v) one (1) cell phone retailer for as long as such retailer operates primarily as a cell phone retailer; (vi) a toy retailer as long as any such retailer is primarily a toy retailer; or (vii) a national domestics and home furnishings retailer such as a Bed Bath & Beyond for as long as any such retailer operates primarily as a national domestics and home furnishings retailer. In addition to the foregoing, Tenant shall have the right as incidental uses to (a) sell gourmet and other food items in support of and incidental to the foregoing product categories and (b) use up to three percent (3%) of the Premises for a non-alcoholic beverage kiosk or bar, including seating area, with food, snack and bakery items incidental thereto and provided such uses are located entirely within the interior of the Premises and have no signage or window or storefront treatments on the exterior of the Premises without the prior written consent of the Landlord, not to be unreasonably withheld, conditioned or delayed. "Landlord", for purposes of this Article, shall be defined to include Landlord and (i) if Landlord is a corporation, its principal shareholders; or (ii) if Landlord is a partnership, its partners and any principal shareholders or partners of any partner which is a corporation or shareholder; or (iii) if Landlord is a trust, the beneficiaries of any such trust including the principal shareholders or partners of any beneficiary which is a corporation or trust, all of whom

shall execute an agreement to be bound to this Article. In no event shall Tenant be bound by any exclusives granted by Landlord to any other party or occupant without Tenant's prior written consent, which may be granted or withheld in Tenant's sole and absolute discretion.

Prohibited Uses

The following uses (collectively referred to as "Prohibited Uses" and individually as a "Prohibited Use") are prohibited during the Term of the Lease in any portion of the Shopping Center, including the Premises:

1. Funeral Home or Mortuary;
2. Massage Parlor (except for bona fide therapeutic massage, chiropractic care, sports therapy, a beauty salon/day spa and other bona fide massage services in connection with a permitted health club use);
3. Pawn Shop;
4. Off-Track Betting, bingo or similar games of chance;
5. Flea Market;
6. Auction House, Bankruptcy sale, unless pursuant to a court order, or Second-hand store (provided that this restriction shall not be deemed to preclude the operation of a first-class antique store or consignment store);
7. Manufacturing facility;
8. Refinery;
9. Automobile or Truck sales, leasing, or repair;
10. Car wash;
11. Thrift store or Liquidation store;
12. Adult Bookstore or Adult Video store selling or renting pornographic books, literature, or videotapes (materials shall be considered "adult" or "pornographic" for such purpose if the same are not available for sale or rental to children under 18 years old because they explicitly deal with or depict human sexuality); provided, however, that the sale of books, magazines and other publications by a national bookstore of the type normally located in first-class shopping centers in the State in which the Shopping Center is located (such as, for example, Borders and Barnes & Noble, as said stores currently operate) shall be permitted;
13. Night Club, cocktail lounge, bar, or tavern, except in conjunction with a restaurant;
14. Billiard or pool hall;
15. Outdoor circus, carnival or amusement park, or other similar-type outdoor entertainment facility;
16. Coin-operated laundry;

17. Unemployment agency, service or commission;
18. Skating or roller rink;
19. Auditorium, or meeting hall, ballroom, or other place of public assembly, including outdoor meetings;
20. Shooting gallery;
21. Video game or amusement arcade, except as an incidental part of another primary business, and any first-class establishment providing virtual reality games or other games or amusements, including, but not limited to, Sega City, shall be permitted in the Shopping Center so long as such store is not located within 300 linear feet of the Premises;
22. Residential use, including but not limited to, apartments, lodging rooms, living quarters;
23. Theatre or cinema or other entertainment facility within 300 linear feet of the Premises;
24. Bowling Alley;
25. Restaurant or other food service establishment located within 300 linear feet of the Premises other than the Pads shown on the Site Plan; provided such restaurant prohibition shall not prohibit the incidental operation of a restaurant by a retail tenant such as, by way of example and not limitation, the operation of a Starbucks or other type of café within a bookstore or in an Old Navy store;
26. Gymnasium, health club, exercise or dance studio within 300 linear feet of the Premises;
27. Schools, or places serving primarily students or trainees rather than retail customers; provided, however, this prohibition shall not be applicable to on-site employee training by an occupant of the Shopping Center incidental to the conduct of its business at the Shopping Center; and
28. Grocery store within 300 linear feet of the Premises.

BED BATH & BEYOND

Exclusive

Landlord shall not lease, rent or occupy or permit any other premises in the Shopping Center or on any Related Land to be occupied, whether by a tenant, sublessee, assignee, licensee or other occupant or itself, for the sale, rental or distribution, either singly or in any combination, of items contained in any of the following respective categories of merchandise: (a) linens and domestics; (b) bathroom items (excluding plumbing hardware); (c) housewares (excluding furniture, and major appliances or "white goods"); (d) frames and wall art (provided that a fine art gallery shall not be precluded); (e) window treatments; and/or (f) closet, shelving and storage items (which items, either singly or in any combination, are hereinafter referred to as the "Exclusive Items"). Notwithstanding the foregoing, any tenant or subtenant in the Shopping Center or the Related Land shall have the right to utilize its respective premises for the sale, rental and/or distribution of Exclusive Items within an aggregate area (which shall include an allocable portion of the aisle space adjacent to such sales, rental and/or distribution area) not to exceed the lesser of (x) five

percent (5%) of the Floor Area of such tenant's or subtenant's premises, or (y) two thousand (2,000) square feet of Floor Area within such tenant's or subtenant's premises. For example only, a tenant occupying premises containing a total of five thousand (5,000) square feet of Floor Area could sell Exclusive Items (either singly or in any combination) so long as the aggregate area within its entire demised premises in which any and all Exclusive Items are sold shall not exceed two hundred fifty (250) square feet.

13.2.2 The restrictions set forth in Subsection 13.2.1 above shall not apply to (A) a full-line national or regional: (i) department store [for example, Wal-Mart, Macy's, or Target], (ii) discount club [for example, Costco, BJ's Wholesale Club, or Sam's Club], or (iii) home improvement center [for example, Home Depot or Lowe's], commonly located in first-class shopping centers in the state in which the Shopping Center is located, each occupying at least 60,000 square feet of Floor Area within the Shopping Center, as such stores are currently operated (as of the Effective Date). Tenant agrees to enter into its standard side letter with Pier 1 pursuant to which Pier 1 shall be permitted to operate in the Shopping Center.

13.2.3 The exclusive rights granted to Tenant in this Section 13.2 shall inure to the benefit of any assignee of Tenant's interest in this Lease and to any sublessee of at least fifty percent (50%) of the Floor Area of the Premises.

Prohibited Uses

The term "Prohibited Uses" shall mean any of the following uses:

- (1) Any use which emits or results in strong, unusual or offensive odors, fumes, dust or vapors, is a public or private nuisance, emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness, creates a hazardous condition, or is used, in whole or in part, as or for warehousing or the dumping or disposing of garbage or refuse.
- (2) Any operation primarily used as a storage facility and any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation;
- (3) Any "second hand" store (other than Play It Again Sports or as generally found in first class shopping centers) or "surplus" store;
- (4) Any mobile home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance);
- (5) Any dumping, disposing, incineration, or reduction of garbage (exclusive of trash compactors or trash containers located near the rear of any building);
- (6) Any fire sale, bankruptcy sale (unless pursuant to a court order), auction house operation, fictitious going-out-of-business sale, lost-our-lease sale or similarly advertised event;
- (7) Any central laundry, dry cleaning plant, or laundromat (except that a dry cleaner that performs all dry cleaning outside the Shopping Center or a so called "green" cleaner [i.e. a facility that does not use perclorothane or any other Hazardous Materials in its cleaning operations] shall be permitted, so long as its on-site premises are located more than 150 feet away from the Premises);

- (8) Any automobile, truck, trailer, boat, or recreational vehicle sales, leasing, display or body shop repair operation;
- (9) Any bowling alley or skating rink;
- (10) Any live performance theater, auditorium, meeting hall, sporting event, or other entertainment use except in connection with a permitted movie theater use;
- (11) Any living quarters, sleeping apartments, or lodging rooms;
- (12) Any veterinary hospital or animal raising or boarding facilities (except to the extent permitted below);
- (13) Any mortuary or funeral home;
- (14) Any "Pornographic Use", which shall include, without limitation: (x) a store displaying for sale or exhibition books, magazines or other publications containing any combination of photographs, drawings or sketches of a sexual nature, which are not primarily scientific or educational [provided, however, that the sale of books, magazines and other publications by a national bookstore of the type normally located in first-class shopping centers in the State in which the Shopping Center is located (such as, for example, Borders and Barnes & Noble, as said stores currently operate) shall not be deemed a "pornographic use" hereunder]; or (y) a store offering for exhibition, sale or rental video cassettes or other medium capable of projecting, transmitting or reproducing, independently or in conjunction with another device, machine or equipment, an image or series of images, the content of which has been rated or advertised generally as NC-17 or "X" or unrated by the Motion Picture Rating Association, or any successor thereto [provided, however, that the sale or rental of such videos by a national audio or video store of the type normally located in first-class shopping centers in the State in which the Shopping Center is located (such as, for example, Tower Records, Blockbuster or West Coast Video, as said stores currently operate) or by a national or regional consumer electronics store of the type normally located in first-class shopping centers in the State of California (such as, by way of example, Best Buy, Good Guys and Circuit City, as said stores currently operate) shall not be deemed a "pornographic use" hereunder]; or massage parlor [except for therapeutic massages given in connection with the operation of a day spa or health club which may otherwise be permitted under this Exhibit M];
- (15) Any so-called "head shop", or other establishment primarily selling or exhibiting drug-related paraphernalia;
- (16) Any bar, tavern, or other establishment selling alcoholic beverages for on- or off-premises consumption, except for the incidental sale of alcoholic beverages in connection with a permitted restaurant operation;
- (17) Any catering or banquet hall;
- (18) Any flea market, amusement or video arcade, pool or billiard hall, night club, discotheque, or dance hall except in connection with a permitted theater use, provided, any first-class establishment providing virtual reality games or other games or amusements, including, but not limited to, a store such as Sega City, shall be permitted in the Shopping Center so long as such store is not located within the buildings designated as "Restricted Use Area" on Exhibit B;

- (19) Any training or education facility, including but not limited to: beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers; provided, however, this prohibition shall not be applicable to on-site employee training by an Occupant incidental to the conduct of its business at the Shopping Center;
- (20) 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/black-jack/keno machines or similar devices; or bingo hall. Notwithstanding the foregoing, this prohibition shall not apply to governmental sponsored gambling activities, or charitable gambling activities, so long as such governmental and/or charitable activities are incidental to the business operation being conducted by the Occupant;
- (21) Any unlawful use;
- (22) Any pawn shop, gun shop, or tattoo parlor;
- (23) Any church or other place of religious worship;
- (24) Any car wash, automobile repair shop, or any business servicing motor vehicles in any respect, including, without limitation, any quick lube oil change service, tire center or gasoline or service station or facility;
- (25) Any carnival, amusement park or circus;
- (26) Any medical offices (but specifically prohibiting medical clinics) in excess of 10,000 square feet of Floor Area and further provided that such offices are not located within the Restricted Use Area;
- (27) Any supermarket, except that an upscale, boutique-type food store of the type normally operated in southern California (such as, by way of example, Zagara's, Whole Foods, Fresh Fields, or Wild Oats), provided, that such store shall not occupy more than 27,000 square feet of Floor Area, and shall not be located within the Restricted Use Area (except that an upscale, boutique-type food store shall be permitted to be located within the Premises);
- (28) Any office use, other than: (x) office space used in connection with and ancillary to a permitted retail use hereunder; (y) retail offices providing services commonly found in similar first-class shopping centers in southern California (for example, financial services, real estate brokerage, insurance agency, banking, travel agency), provided that such uses are not located within the Restricted Use Area, and business and professional offices, provided that such uses are not located in the Restricted Use Area and not more than ten thousand (10,000) square feet of Floor Area in the Shopping Center, in the aggregate, shall be devoted to such business and professional office uses.
- (29) hotel/motel;
- (30) daycare center except for daycare services incidental to a health club use to the extent permitted hereunder;
- (31) veterinary office, except as may be incidental to a full-line pet and pet supply store operating in at least 10,000 square feet of Floor Area and provided such pet and pet supply store

is not located immediately adjacent to the Premises; such occupant shall use reasonable efforts to prevent its customers from allowing their pets to urinate or defecate in the Common Areas and will promptly remove any "dog dirt" from the Common Areas;

(32) children's entertainment or activity facility (such as "Discovery Zone", or "Chuck E. Cheese's") located within 300 feet of the Premises;

(33) karate center;

(34) movie theater except a movie theatre shall be permitted in the area designated for a movie theatre on Exhibit B;

(35) restaurant serving meals for on or off-premises consumption which is located within the Restricted Use Area;

(36) beauty parlor or nail salon in the Restricted Use Area;

(37) health spa, exercise facility or similar type business located within 300 feet of the Premises.

BARNES & NOBLE

Exclusive

Tenant may use the Premises for the purpose of the display and retail sale and/or rental of (i) books, magazines, periodicals and newspapers in print, (ii) books, magazines, periodicals and newspapers on tape, disk, CD-ROM, DVD and/or any other media, (iii) audio compact discs and other forms of recorded music, (iv) computer software and computer games, as well as any items which are technological evolution of any of the foregoing items, together with various media and merchandise incidental thereto, (v) video tapes and disks, video games, (vi) subject to the limitations set forth below in this Paragraph 7.1, other merchandise typically sold in Tenant's other stores and (vii) subject to the limitations set forth below in this Paragraph 7.1, any other lawful retail use. Landlord shall not (a) operate or permit under any circumstances to be operated within the Shopping Center, except for an Incidental Sale (as defined below) any other store occupying less than of 75,000 Leasable Square Feet within the Shopping Center selling or displaying for sale or rental any of those items described in clauses (i), (ii) and/or (iii) of the first (1st) sentence above (collectively, the "Exclusive Items"), (b) operate or permit under any circumstances to be operated within the Shopping Center any separately demised newsstand or magazine rack, regardless of size, or (c) operate or permit under any circumstances to be operated within the Shopping Center any other Coffee Shop. The Incidental Sale (as hereinafter defined) of one, all or any combination of the Exclusive Items in connection with the overall business of another operator or tenant, or the sale of coffee, tea or other beverages by a non-Coffee Shop restaurant operator or tenant as an incidental part of its general restaurant/food service or other operation, shall not be deemed a violation of this Paragraph. As used herein, "Incidental Sale" shall mean the lesser of (x) five percent (5%) in the aggregate of such operator's or tenant's display area and (y) one thousand (1000) square feet in the aggregate of such operator's or tenant's display area (inclusive of allocable aisle space).

Prohibited Uses

Landlord shall not lease or permit the use of space in the Shopping Center for (a) any assembling, manufacturing, distilling, refining, smelting, agricultural or mining operation, (b) any use which creates unusual or unreasonable risk of fire, explosion or other hazards of damage to property or injury or death to persons not commonly found in similar shopping centers, or which is a public or private legal nuisance, or (c) any of the following uses:

- (1) any bowling alley;
- (2) any arcade;
- (3) any tavern or bar, except to the extent incidental to a restaurant operated primarily for on-premises consumption;
- (4) any health club, spa or gymnasium within three hundred feet (300') of the Premises;
- (5) any night club or discotheque;
- (6) any second hand or surplus store;
- (7) any mobile home park or trailer court (except that this provision shall not prohibit the temporary use of construction trailers);
- (8) any dumping, disposing, incineration or reduction of garbage (exclusive of appropriately screened dumpsters located in the rear of any building);
- (9) any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation;
- (10) any central laundry or dry cleaning plant or laundromat (except that this prohibition shall not be applicable to on site service provided solely for pickup and delivery by the ultimate consumer, including nominal supporting facilities);
- (11) any automobile, truck, trailer or R.V. sales, leasing, display or repair;
- (12) any skating rink;
- (13) any living quarters, sleeping apartments or lodging rooms;
- (14) any veterinary hospital, animal raising facilities or pet shop (except that this prohibition only prohibits a pet shop if it is adjacent to the Premises);
- (15) any mortuary;
- (16) any establishment selling or exhibiting pornographic materials;
- (17) any restaurant within three hundred feet (300') of the Premises;
- (18) any movie theater within three hundred feet (300') of the Premises;
- (19) any training or educational facility, including, but not limited to, beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers (except that this prohibition shall not prohibit a tenant or other

operator from offering to the general public, as an incidental part of its primary retail use, activities such as book readings and computer-training sessions);

- (20) any auto parts store or gas or service station;
- (21) any church, temple, synagogue or other place of worship;
- (22) any auditorium, meeting hall or other place of public assembly;
- (23) 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/black-jack/keno machines or similar devices, or bingo parlor;
- (24) any massage parlor, topless club or "strip joint"; and/or
- (25) any operation primarily used as a storage warehouse operation.

24 HOUR FITNESS

Exclusive

Landlord shall not use nor permit any other space in the Center to be used as a health and/or physical fitness club, nor for any of the following activities: aerobic classes, personal training, weight training, basketball, volleyball, swimming, racquetball, sports and rehabilitation therapy, cardiovascular and resistance machine operation, sale of nutritional supplements and related products (except by a nationally or regionally recognized chain retailer specializing in something other than the sale of nutritional and/or energy supplements/products [e.g., groceries]), yoga, indoor cycling, Pilates, weight loss advising and related programs, chiropractic services, tanning, and/or therapeutic massage. Landlord hereby warrants and covenants that: (i) no existing lease for space in the Center allows a use which would conflict with the exclusive use rights set forth in this Section 5.7; (ii) all future leases and extensions of existing leases will specifically prohibit such uses; and (ii) Landlord will take all commercially reasonable actions necessary to stop any use prohibited by this Section 5.7. For purposes of this Section only, the term "Center" shall include any expansions to the Center and with respect to space used as a health and/or physical fitness club, other property(ies) owned or operated by Landlord (or any person directly or indirectly having an ownership interest in Landlord, or any entity owning, owned by, or under common ownership with Landlord) which is/are located within a radius of one (1) mile from the Premises.

Tenant's exclusive use rights under this Section shall apply only so long as Tenant is operating a health/physical fitness club at the Premises or offering all of the related activities set forth above, as applicable.

Prohibited Uses

Landlord shall not use, or permit any portion of the Center within 300 feet of the Premises (the "Control Area"), to be used as a billiard room, game arcade or amusement center, gambling establishment, night club, dance hall, bar or tavern (except if incidental to the operation of a restaurant or delicatessen), pawn shop, second hand stores not typically found in first class shopping centers, "adult" book or video store, massage parlor, "training or education facility," beauty school or barber college, reading room, place of instruction or any other operation catering

primarily to students or trainees rather than to customers (provided that such facilities shall be permissible in up to 2,500 square feet of leasable area), or for auctions or for the sale or display of motor vehicles, boats, trailers, or motor homes.

CHILI'S

Exclusive

Landlord shall not allow to operate on the land on another restaurant which is similar to a Chili's Grill & Bar restaurant, such as, for example purposes only and without limitation, Applebee's, Amarillo Grill, Bennigan's, Buffalo Cafe', Cheddar's, Damon's, Houlihan's, Islands, Logan's Roadhouse, Lone Star Cafe, Max & Irma's, O'Charley's, Original Roadhouse Grill, Red Robin, Roadhouse Grill, Ruby Tuesday's, Texas Roadhouse, T.G.I. Friday's, Tony Roma's and Uno's. However, should Landlord be permanently estopped by any governmental or judicial authority from performing under this subparagraph, then this subparagraph shall be modified to such an extent as to take into account the parties' original intent and to permit Landlord the ability to enforce the same under applicable law.

PETSMART

Exclusive

Tenant's Primary Business and Exclusive Rights. As used in the Lease, the term "Tenant's Primary Business" shall mean the retail sale of (i) pets (including but not limited to fish, birds, reptiles, dogs, cats and other small animals permitted by applicable law), (ii) food, accessories and other products relating to pets and animals, including equestrian products and apparel related thereto, (iii) services related to pets and animals, such as grooming, boarding, including the operation of a PetsHotel, pet day care, animal training and obedience classes, pet adoption and veterinary services, (iv) products relating to nature and the environment, and (v) educational products and services related to any of the foregoing, and office and storage uses incidental to the foregoing; provided, runs and pens shall be located inside the Premises. From and after the date hereof and continuing throughout the Term of the Lease and for a period of one (1) year thereafter (unless (a) Tenant has no stores operating within the metropolitan area in which the Shopping Center is located, or (b) this Lease has been terminated as a result of Tenant's default hereunder), Tenant shall have the exclusive right in the Shopping Center to conduct any portion of Tenant's Primary Business described in clauses (i), (ii) and (iii) of this Section 2. All other tenants or other occupants of any portion of the Shopping Center, and any other real property which is located within a radius of one (1) mile from the Shopping Center and which is owned and/or controlled by Landlord or by an entity which is owned and/or controlled by Landlord or an affiliate thereof, other than existing retail operations which are open and operating as of the date of this Lease, shall be prohibited from engaging in any portion of such Primary Business described in clauses (i), (ii) and (iii) of this Section 2, except on a basis which is incidental to an otherwise permitted use. For purposes of this Section 2, the term "incidental" shall mean that the use occupies the lesser of (a) 250 square feet of Gross Floor Area, or (b) five percent (5%) of the sales area in the subject premises.

The exclusive use restrictions in favor of Tenant with respect the Shopping Center granted by the preceding sentence shall not, however, apply to or preclude the following: (i) leases existing as of the date of this Lease and which are listed on Exhibit G-1; and (ii) the sale of food, accessories

and other products relating to pets and animals a chain supermarket or specialty grocery store occupying 10,000 square feet of Gross Floor Area or more.

Prohibited Uses

The following uses (collectively referred to as "Prohibited Uses" and individually as a "Prohibited Use") are prohibited during the Term of the Lease in any portion of the Shopping Center: nuisance; any use causing loud noises or offensive odors (including any business using exterior loud speakers); manufacturing facility; dry cleaner; (provided, however, this prohibition shall not be applicable to nominal supportive facilities for on-site service oriented to pickup and delivery by the ultimate consumer as the same may be found in retail shopping centers in the metropolitan area where the Shopping Center is located, or any operator using DF-2000 or any similar hydrocarbon solvent used as an alternative to perchloroethylene); any facility for the sale, lease or rental of automobiles, trucks, motorcycles, recreational vehicles, boats or other vehicles; automobile repair shop or service station or any facility storing or selling gasoline or diesel fuel in or from tanks; used clothing or thrift store or liquidation outlet; massage parlor; adult book shop or adult movie house; mortuary or funeral parlor; coin operated laundry; cocktail lounge, bar or tavern or sale of alcoholic beverages, whether or not packaged, except in conjunction with a restaurant permitted hereunder; night club; cinema or theater; place of recreation (including but not limited to bowling alley, skating rink, carnival, game arcade or health spa); church; or any other use inconsistent with the operation of a high quality retail shopping center. For purposes of this Section 1, the "Restricted Area" shall mean the area within three hundred (300) feet of the Premises. In addition, the following uses within the Restricted Area must first be approved in writing by Tenant: drive-throughs; children's recreational, educational or day-care facility occupying more than two thousand five hundred (2,500) square feet of Gross Floor Area; sit-down restaurants occupying more than five thousand (5,000) square feet of Gross Floor Area in the aggregate or more than three thousand (3,000) square feet of Gross Floor Area individually; offices and professional uses occupying more than five thousand (5,000) square feet of Gross Floor Area (except that service-related offices typically found in comparable first-class shopping centers shall be permitted, including, without limitation, real estate offices, insurance agencies, title companies, financial services, accounting offices and travel agencies); and schools of any nature in excess of two thousand five hundred (2,500) square feet of Gross Floor Area, except (i) this prohibition shall not be applicable to on-site employee training by a tenant or occupant of Shopping Center incidental to the conduct of its business at the Shopping Center and (ii) in conjunction with animal training or obedience training classes associated with Tenant's Primary Business. As used herein, "school" includes, but is not limited to, a beauty school, barber college, reading room, place of instruction or any other operation serving primarily students or trainees rather than retail customers. It is the intent of this Section that the Shopping Center shall be devoted to high quality retail uses and that the parking and the other common facilities shall not be burdened by either excessive or protracted use.

AMC THEATRES

Exclusive

Landlord shall not permit the operation of a movie theatre within the Project, other than Tenant's Facility. Landlord will not sell or permit to be sold any candy (except for the incidental sale of candy), popcorn in or from any premises located within the Project or in or from any part of the parking area or other Common Areas of the Project. Landlord will not permit the operation of any food, drink, candy or snack dispensing vending machine within 250 feet of Tenant's Facility.

STAPLES

Exclusive

No other premises in the Shopping Center shall be used as an office supply superstore.

CHIPOTLE MEXICAN GRILL, INC

Exclusive

Landlord agrees that it, nor successors or assigns, shall permit any other tenant in the Shopping Center which tenant's premises is 5,000 square feet or larger, to engage in the sale of burritos, fajitas or tacos as its primary business.

JUICE IT UP!

Tenant shall have the exclusive right to primarily sell blended fruit beverages, fruit juice smoothies, fresh fruit juices and fruit shakes including tea based and boba tea shakes (collectively, the "Juice Exclusive Use"). Notwithstanding the foregoing, Tenant acknowledges and agrees that the Juice Exclusive Use and the prohibition against a similar use shall not apply to (A) any individual premises in excess of ten thousand (10,000) square feet of leasable area in the Shopping Center; (B) full service sit-down restaurants with a complete dinner menu that have incidental sales of smoothies for on-premises consumption as part of a full service restaurant operation; and (C) any other food service operation that has the incidental sale of blended fruit beverages, fruit juice smoothies, fresh fruit juices and fruit shakes including tea based and boba tea shakes (collectively, "Smoothie Items"). As used herein, incidental sales shall mean that less than ten percent (10%) of the food service operation's sales are derived from the sale of Smoothie Items. Landlord agrees that, in the event of a violation or breach of the covenant by Landlord to enforce the Juice Exclusive Use granted to Tenant as described above.

SAN SAI JAPANESE GRILL

Tenant shall have the exclusive right to primarily sell Japanese Food. Notwithstanding the foregoing, Tenant acknowledges and agrees that the Exclusive Use and the prohibition against a similar use shall not apply to any individual premises in excess of Four thousand (4,000) square feet of leasable area in the Center.

SUBWAYS

Tenant shall have the exclusive right to sell submarine sandwiches within the center.

TAHOE JOE'sS

Landlord will not lease, sublease, operate or otherwise allow any other premises in the Center to be used for the primary operation of a full service or self service restaurant selling steaks or steak products, barbecue ribs and prime rib, with or without alcohol. If this exclusive is violated, Tenant may elect to pay a gross rental of two three percent (3%) of gross sales in lieu of all other rents and charges and/or may pursue other remedies to enforce its exclusive.

CORNER BAKERY

Except for tenants 6,000 square feet or larger, Landlord may not sell or lease space in the Center/Buildings to another restaurant who is primarily engaged in the selling of baked breads, or salads. Primary use shall be defined as 15% or more in sales. By way of example only, Panera Bread, Atlanta Bread would be use not acceptable however, sandwich shops such as Quiznos and Subway are acceptable.

— Sandwiches

FACELOGIC

“Primary Use” means that provided Tenant is not in default, and subject to the last sentence of this paragraph, Landlord shall not lease space within the Shopping Center to any future tenants whose primary business is to offer skin care services.

LL

FE

ADDENDUM TO LEASE

This Addendum is attached to and made a part of the Lease Agreement bearing an effective date of May 18, 2007, by and between Diamond Ridge Development, LLC, a California limited liability company, as Landlord, and CBC Restaurant Corp., a Delaware corporation, as Tenant. The terms and provisions of this Addendum shall control over anything to the contrary contained in the Lease and shall apply notwithstanding any contrary terms and provisions set forth in the Lease.

1. No Nuisance. Landlord hereby (i) acknowledges that Tenant's use of the Demised Premises for the Permitted Use will create noises and aromas that are typical of a restaurant and/or bakery, and (ii) agrees that such typical noises and aromas will not be considered a nuisance or interference in violation of the Lease.

2. Common Area Maintenance Exclusions. The following items are specifically excluded from Tenant's Proportionate Share of Common Area Charges and may not be passed through in any manner to Tenant:

- (a) Costs with respect to the foundation or structural or load-bearing walls;
- (b) Any subsequent capital renovation or addition (including new parking areas and parking lot resurfacing and including any other improvements or expenditures required to comply with any governmental law or regulation);
- (c) Administrative expenses of Landlord, such as secretarial or executive salaries (other than personnel below the management level) used in direct Common Area Maintenance activities and then only to the extent such personnel spends time on such activities), other than the management fee set forth in the Lease;
- (d) Landlord's general off-site overhead, initial construction and landscaping costs;
- (e) Advertising expenses;
- (f) Real estate commissions;
- (g) Leasing salaries and expenses;
- (h) Bonuses to employees;
- (i) Any costs to maintain and operate an interior mall;
- (j) Landlord's legal fees attributable to any matters concerning any Tenant in the Shopping Center; and

(k) Charges relating to leases other than this Lease (including, without limitation, any such tenant's failure to pay its proportionate share of Common Area Charges using the formula set forth in the Lease).

3. Common Area Maintenance Audit. Tenant shall have the right to audit Common Area Charges under the Lease for a period of one (1) Lease year after the Lease Year in question. Such audit shall be performed at Tenant's sole cost and expense, at Landlord's offices where record of such charges are regularly kept, during regular business hours and shall be completed within five (5) business days of the date when commenced, and upon not less than thirty (30) days prior written notice to Landlord. Any claim for excess or unallowable Common Area Costs paid by Tenant shall be made by Tenant within ninety (90) days following the completion of such audit and shall be accompanied by documentary proof or certified by a certified public accountant. If Tenant fails to timely make such claim, then Tenant shall be deemed to have accepted the validity of the charges and shall be forever barred from disputing the same. If Common Area Charges are found to have been overstated by more than 5.0%, Landlord shall reimburse Tenant for the reasonable cost of its audit.

4. Interruption of Utilities. Any interruption in utility or HVAC service is caused by the negligence, gross negligence or willful act of Landlord or its agents, contractor or employees, and, as a result of such interruption, Tenant is unable to reasonably operate its business in the Premises for two or more meal periods (each of breakfast, lunch and dinner being a meal period), Tenant shall be entitled to abate Rent beginning retroactive from the first meal period and continuing until such interruption is remedied and Tenant is adequately able to operate its business in the Premises.

5. Installment and Substitution Taxes. With respect to any assessments which may be levied as part of "Taxes" and are evidenced by other bonds or paid in annual installments or which may benefit the Center for a period of more than one (1) year when said assessment is paid in a shorter period than the period of benefit (in which case the total amount paid divided by the number of years of benefit shall be deemed the annual installment amount), only the amount of such installment (with daily proration for any partial Lease Year) and statutory interest shall be included with the computation of Taxes for the Lease Year in question. Tenant shall not be responsible for any sums due for interest or penalties which result solely from Landlord's failure to timely pay Taxes. Taxes shall be regarded as being "in substitution" of or for ad valorem Taxes under the Lease and shall be included in the definition of Taxes only if the substitution tax or such imposition is imposed solely on real property owners as a class or solely on commercial real property owners as a class, and then, only to the extent to which the substitution tax would be payable if the Center were Landlord's sole property and the income from the Shopping Center were the Landlord's sole income.

6. Assignment and Subletting. Tenant shall have the right, without need of Landlord's consent, to assign the Lease to a legal entity which is the successor, by sale, merger or otherwise, to all or substantially all of Tenant's assets or which obtains more than six (6) of Tenant's stores through one or a series of acquisitions. Furthermore, Tenant shall have the right

to assign this Lease or sublet all or a portion of the Demised Premises to (i) any franchisee of Tenant or of any Affiliate (as hereinafter defined), or (ii) any entity which controls, is controlled by or is under common control with Tenant (an "Affiliate"). No such transfers shall operate to release Tenant of liability under the Lease. In no event shall transfer of Tenant's common stock be deemed an assignment for purposes of the Lease.

7. Location of Kiosks. Landlord covenants and agrees that at all times throughout the term of the Lease, it will not place or erect, nor suffer or permit to be placed or erected, any kiosk or other similar retail selling structure within twenty (20) feet directly in front of the storefront width of the Demised Premises.

8. Default by Franchisee. In the event any franchisee, licensee or concessionaire of Tenant, as permitted in the Lease, shall close the Demised Premises, resulting in a failure to do business, then Tenant shall have a period of thirty (30) days after the date of such closing to reopen the Demised Premises itself, or to secure a new franchisee, licensee or concessionaire for the Demised Premises within the provisions of the Lease before Landlord shall be entitled to exercise those remedies, if any, set forth in the Lease for such closure of the Demised Premises. Tenant covenants and agrees to pay for any past due Rent, late fees, costs and reasonable attorneys' fees incurred by Landlord as a result of any closure by any franchisee, licensee or concessionaire of Tenant.

9. Renewal Option Notice. If Tenant shall fail to provide notice of its intention to renew or extend the term within the time limit set forth in the Lease, Tenant's right to exercise its option to extend the term shall nevertheless continue until thirty (30) days after Landlord has given Tenant notice of Landlord's election to terminate such option, and Tenant may exercise such option at any time until the expiration of said thirty (30) day period. It is the intention of the parties to avoid forfeiture of Tenant's rights to extend the term of this Lease under any of the options set forth in the Lease through inadvertent failure to give notice of such exercise thereof within the prescribed time limits. Accordingly, if Tenant shall fail to give notice to Landlord of its election to extend the term of this Lease for any option period, and if Landlord shall fail to give notice to Tenant of Landlord's election to terminate Tenant's right to extend the Lease under the options applicable thereto at least thirty (30) days prior to the date originally fixed for the expiration of the term, then and so often as such event shall occur, Tenant may elect to cause the term of this Lease to be automatically extended from month-to-month upon all of the terms and conditions then in effect, subject to Tenant's right under such option to extend the term of this Lease for the remainder of the renewal period covered thereby and to Landlord's right to place the thirty (30) day limit on such option by a notice in the manner above provided.

10. Financing of Personal Property. Landlord acknowledges that Tenant may be financing its furniture, trade fixtures, equipment and other personal property items located in the Demised Premises. Accordingly, Landlord hereby covenants and agrees that the lien of any such financing is and shall be superior to any lien or security interest in favor of Landlord created under the Lease or at law. Landlord hereby covenants and agrees to subordinate any interest of Landlord arising under the Lease or at law to the liens created by any such financing.

11. Removal of Trade Fixtures. If, for any reason, Tenant ceases business at the Demised Premises, Tenant shall have the right and consent from Landlord to remove all trademarks, names, marks, logos and any other registerable signs of Tenant, and any other characteristic photos or graphics or menu boards and special display equipment (specifically, but without limitation, the display cases and bread display racks), all of which form the image of Tenant's operations and are the property of Tenant and, as such, is recognized by Landlord as removable by Tenant.

12. Construction Delays by Landlord. At any time that Tenant shall be materially restricted from constructing its improvements in the Demised Premises prior to the commencement date of this Lease due to the act or acts of Landlord, its employees, agents or contractors (a "Landlord Delay"), all rent and other charges and pass-throughs under the Lease will abate, and, at the election of Tenant, the rental commencement date and the termination date of the Lease shall be extended for a period of time equal to the time of such restriction; provided that if such period of restriction shall exceed one hundred eighty (180) days, Tenant may terminate this Lease by written notice to Landlord given at any time thereafter. No Landlord Delay shall be deemed to have occurred unless and until the party claiming such delay has provided written notice to the other party specifying the action or inaction that such notifying party contends constitutes a Landlord Delay. If such action or inaction is not cured within one (1) day after receipt of such notice, then a Landlord Delay, as set forth in such notice, shall be deemed to have occurred commencing as of the date such notice is received and continuing for the number of days the substantial completion of the Premises was in fact delayed as a direct result of such action or inaction.

13. Waiver of Construction Chargebacks. Tenant shall in no event be required to pay or reimburse Landlord for any of Landlord's Work, other construction under this Lease to be performed by Landlord or any plan review or similar construction related charges ("Construction Chargebacks") and Landlord hereby waives any such Construction Chargebacks.

14. Remeasurement of the Demised Premises. The square footage/floor area of the Demised Premises shall mean the number of square feet of ground floor space in all areas within the Demised Premises available for Tenant's exclusive use and occupancy within the exterior faces of exterior walls, storefronts, walls fronting on any enclosed malls or interior common areas, corridors and service areas (except party and interior walls as to which the center thereof shall be used). Said floor areas shall exclude any truck well and loading dock area, whether or not such truck well or loading dock areas are enclosed or covered, and whether or not the exterior walls of the building in which the Demised Premises are located include said areas, which serve the Demised Premises, and shall also exclude the Patio Area, as well as excluding any non-sales mezzanine space, any basement space and any common electrical, utility or meter rooms shared with any other party. Landlord represents that the floor area shall be not less than 3,300 per square feet. Tenant shall have the right, to be exercised no later than sixty (60) days from the delivery date of the Premises to Tenant (the "Tenant's Verification Period"), to have Tenant's architect confirm the floor area of the Premises as indicated herein or as otherwise previously confirmed by Landlord, and to notify Landlord in the event the floor area of the

Premises, as determined by Tenant's architect, shall be less than the floor area of the Premises as indicated in the Lease or is otherwise previously confirmed by Landlord. In the event Tenant shall so notify Landlord of a discrepancy in the floor area of the Premises prior to the expiration of Tenant's Verification Period, in addition to any and all other remedies available at law or in equity, the Base Rent and/or Tenant's proportionate share of all charges under the Lease based on square footage of the Demised Premises shall be adjusted accordingly. In the event the floor area of the Demised Premises is less than 3,200 square feet, Tenant may terminate the Lease. In the event the floor area of Demised Premises is less than 3,300 square feet, but greater than 3,200 square feet, Landlord shall pay all costs and expenses incurred by Tenant in redesigning the Demised Premises as a result thereof.

15. Interview Space. Landlord agrees to provide to Tenant at no cost to Tenant and in a location reasonably acceptable to Tenant, a space for Tenant to place an office trailer to be used by Tenant for the purpose of conducting employee interviews for the ten (10) weeks prior to Tenant opening for business in the Premises.

16. Construction Staging Area. Landlord agrees to provide to Tenant, at no cost to Tenant, from and after the Possession Date through the Rent Commencement Date, a construction staging area located outside the Premises in a location reasonably acceptable to Tenant, which staging area shall be accessible to Tenant at all times during such period.

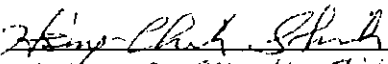
17. Commencement and Termination Agreement. A short form memorandum of Lease, in the form attached to this Addendum as Exhibit "A-A" shall be executed by Landlord and Tenant contemporaneously with the execution of this Lease and filed of record by Tenant upon the occurrence of the Rental Commencement Date. Landlord and Tenant agree that promptly after the Rental Commencement Date, a Commencement and Termination Agreement substantially in the form attached to this Addendum as Exhibit "A-B" shall be executed by the parties in order to conclusively establish the Rental Commencement Date and the date of expiration of the initial Term of the Lease.

18. Go Dark. Tenant agrees to open to the public for one (1) day within one hundred eighty (180) days after the Rent Commencement Date but thereafter will not be obligated to conduct or remain open for the conduct of any business in the Premises. If Tenant ceases to conduct business at the Premises (other than closure due to casualty, condemnation or remodeling for a period in excess of ninety (90) days, Landlord shall have the right to terminate this Lease by giving Tenant thirty (30) days prior written notice of its intention to do so. Landlord shall have the right, but not the obligation, by written notice to Tenant ("Landlord's Recapture Notice"), to inform Tenant that this Lease shall terminate effective thirty (30) days after Tenant's receipt of Landlord's Recapture Notice, unless, during such thirty (30) day period, Tenant gives written notice to Landlord of Tenant's intention to reopen (either directly or through a permitted assignee or subtenant) ("Tenant's Notice to Reopen"), in which event this Lease shall remain in effect for an additional period of ninety (90) days from the date of Landlord's Recapture Notice, or such shorter period as may be specified in Tenant's Notice to Reopen. At the end of which time the Lease shall automatically expire without further notice or

demand unless (i) Tenant shall be open and operating at the Premises or (ii) Tenant shall have entered into a written assignment or sublease agreement complying with the requirements of this Lease and the assignee or sublessee shall be open and operating at the Premises or in the process of making expeditious and diligent efforts to design, obtain permits for or construct renovations, fixturize, stock or open for business and shall continue to do so promptly and with due diligence and upon completion shall promptly open for business at the Premises.

LANDLORD:

**DIAMOND RIDGE DEVELOPMENT,
LLC,**
a California limited liability company

By: 
Print: H-SING CHIEH SHIH
Title Managing Member

TENANT:

CBC RESTAURANT CORP.,
a Delaware corporation


By: 
Print: Blake Barnett
Title Vice President

EXHIBIT "A-A"

MEMORANDUM OF LEASE

STATE OF CALIFORNIA §
 §
COUNTY OF LOS ANGELES §

THIS MEMORANDUM OF LEASE is made and entered into by and between Diamond Ridge Development, LLC, a California limited liability company ("Landlord"), and CBC Restaurant Corp., a Delaware corporation ("Tenant").

W I T N E S S E T H:

Landlord hereby demises and leases to Tenant, and Tenant hereby takes from Landlord, that certain premises located in the City of Glendora County of Los Angeles, State of California, the same being more particularly described by on Exhibit A attached hereto and made a part hereof, together with the non-exclusive use of all rights, privileges, easements, and appurtenances belonging or in any way pertaining thereto (the "Premises"), TO HAVE AND TO HOLD the same for a primary term of ten (10) years (commencing as provided in the Lease described hereafter), with two (2) renewal terms of five (5) years each, all pursuant and subject to the terms, conditions, and stipulations contained in that certain Lease Agreement dated _____, 2007 (the "Lease") by and between Landlord and Tenant, to which reference is made for all purposes of which it is intended hereby to give notice. The land is situated in and constitutes a part of a shopping center known or to be known as Diamond Ridge Marketplace (the "Center").

This Memorandum of Lease is not intended to alter or supersede the Lease, and in the event of any conflict between this Memorandum of Lease and the Lease, the provisions of the Lease shall control.

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

LANDLORD:

**DIAMOND RIDGE DEVELOPMENT,
LLC,**
a California limited liability company

By: _____
Print: _____
Title _____

TENANT:

CBC RESTAURANT CORP.,
a Delaware corporation

By: _____
Print: _____
Title _____

EXHIBIT "A-B"

COMMENCEMENT AND TERMINATION AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into this ____ day of _____, 2007, by and between Diamond Ridge Development, LLC, a California limited liability company ("Landlord"), and CBC Restaurant Corp., a Delaware corporation ("Tenant").

W I T N E S S E T H:

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated _____, 2007, for certain real property (the "Premises") located in the City of Glendora, County of Los Angeles, State of California (the "Lease"); and

WHEREAS, it is the desire and intent of Landlord and Tenant to clearly define the terms of said Lease.

NOW, THEREFORE, it is agreed by and between Landlord and Tenant that:

1. The Rent Commencement Date of the Lease is _____, 2007.
2. The Primary Term of the Lease commenced on _____, 2007, and shall terminate at 11:59 p.m., _____, _____ time, on _____, 20____.
3. The Lease provides for two (2) Renewal Terms of five (5) years each.
4. Tenant has the right to exercise each option by providing Landlord with written notice of its election to renew no later than one hundred eighty (180) days prior to the expiration of the Primary Term or prior Renewal Term, as applicable.
5. The Lease is now in full force and effect and all terms and conditions of the Lease are hereby ratified and confirmed.

Landlord and Tenant agree that this document will not be recorded in any public records including the real estate records of the county where the Premises are located.

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

LANDLORD:

**DIAMOND RIDGE DEVELOPMENT,
LLC,**
a California limited liability company

By: _____
Print: _____
Title _____

TENANT:

CBC RESTAURANT CORP.,
a Delaware corporation

By: _____
Print: _____
Title _____

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made and entered into as of the 1st day of April, 2020 ("Effective Date") by and between 1301 EAST GLADSTONE STREET INVESTORS LLC, a Delaware limited liability company ("Landlord") and CBC RESTAURANT CORP, a Delaware corporation ("Tenant").

RECITALS:

A. Diamond Ridge Development, LLC, a California limited liability company ("Original Landlord"), and Tenant have previously executed and delivered that certain Lease Agreement dated May 18, 2007, as amended (the "Lease") with respect to certain Premises more particularly described therein.

B. Landlord has previously succeeded to the right, title, interest, duties and obligations of Original Landlord under the Lease.

C. Landlord and Tenant have agreed to amend the Lease, subject to and in accordance with the further terms, covenants and provisions of this Amendment.

NOW, THEREFORE, in consideration of the execution and delivery of the Lease, the foregoing Recitals, the mutual agreements, covenants and promises contained in this Amendment and other good and valuable considerations, the receipt, sufficiency and validity of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Definitions. Capitalized terms used in this Amendment without definition shall have the meanings assigned to such terms in the Lease, unless the context expressly requires otherwise.

2. Rental Deferral. Although Base Rent, real property taxes, Common Area Charges, insurance payments and any other charges Tenant is obligated to pay to Landlord shall continue at all times to accrue at the amounts set forth in the Lease, for the two (2) month period commencing April 1, 2020 and continuing through May 31, 2020 (the "Rent Deferral Period"), so long as Tenant is not in default under the Lease, Tenant shall be permitted to defer all of its monthly installments of Base Rent, real property taxes, Common Area Charges, insurance payments and any other charges Tenant is obligated to pay to Landlord under the Lease. The difference between monthly installments of Base Rent, real property taxes, Common Area Charges and insurance payments payable under the Lease and the amounts payable by Tenant as set forth in this Paragraph 2 shall be "Deferred Rental" which equals an aggregate amount of \$30,447.96. Should (i) Tenant commit a breach of any term or provision of the Lease, (ii) Tenant be in default under the Lease during any period in which Tenant is paying reduced rent in accordance with the provisions of this Paragraph 2, or (iii) an event shall have occurred or state of facts exist which, with the giving of notice or the passage of time, or both, would constitute a default on the part of Tenant, then in such case, Deferred Rental shall become immediately due and payable, and, if applicable, the Rental Deferral Period shall immediately terminate. The rights granted to Tenant in this Amendment are personal to the Tenant named herein and may not be assigned or transferred.

3. Repayment of Deferred Rental. Except as set forth in Paragraph 2, the Base Rent portion of the Deferred Rental shall be re-paid by Tenant to Landlord in twelve (12) consecutive, equal monthly installments in the amount of \$2,162.88 on the first day of each calendar month, commencing with Tenant's installment of Base Rent due January 1, 2021. The re-payment of the portion of the Deferred Rental representing real property taxes, Common Area Charges and insurance payments that has been deferred as part of Deferred Rental shall be re-paid to Landlord by Tenant after Tenant's receipt of the annual reconciliation statement in accordance with the terms of the Lease. Notwithstanding the provisions of the Lease to the contrary, until all Deferred Rental has been paid to Landlord, Landlord may withhold consent to any assignment or sublease proposed by Tenant in Landlord's sole and absolute discretion.

4. Reporting of Gross Sales. Commencing on April 1, 2020 and for the balance of the Lease Term, Tenant shall furnish or cause to be furnished to Landlord, a monthly statement of Gross Sales (as defined below) within twenty (20) days after the close of each calendar month, and an annual statement, including a monthly breakdown of Gross Sales, within thirty (30) days after the close of each calendar year. Each statement shall also show the amounts, if any, excluded from Gross Sales pursuant to the terms below. Each such statement shall be accompanied by a certification by Tenant that such statement is true, correct and complete. Failure by Tenant to report Gross Sales, which failure is not cured within ten (10) business days after written notice thereof by Landlord to Tenant, shall constitute an Event of Default. Any information gained from such statements shall be confidential and shall not be disclosed other than to carry out the purposes of the Lease, provided, however, Landlord shall be permitted to divulge the contents of any such statement to its employees, attorneys and accountants in connection with Landlord's day to day operation of the Center, in connection with any financing arrangements, sales or assignments of Landlord's interest in the Premises or in connection with any administrative or judicial proceedings in which Landlord is involved where Landlord may be required to divulge such information. Gross Sales shall mean: the gross

selling, rental, or lease price of all merchandise or services sold, rented or leased in connection with the operation of Tenant’s business, whether in or from the Premises or otherwise, by Tenant, Tenant’s subtenants, licensees and concessionaires, including e-mail, mail, telephone, internet or computer based orders placed or filled in or from the Premises, as well as slotting or placement fees, revenues, rebates or expense reductions realized by Tenant with respect to goods or products displayed or sold from the Premises, whether for cash or on credit (each sale upon installments or credit shall be treated as a sale for the full cash price at the time of sale) and whether made by store personnel or by vending, gaming, or electronic kiosks or machines, excluding or deducting, as the case may be, only the following:

- (i) The selling price of all merchandise returned by customers and accepted for full credit or the amount of discounts and allowances made thereon, but only to the extent previously reported as a part of Gross Sales;
- (ii) Goods returned to sources, or transferred to another store or warehouse owned by Tenant or Tenant’s affiliate for the convenience of Tenant and not for the purpose of reducing Gross Sales;
- (iii) Sums and credits received in the settlement of claims for loss of or damage to merchandise, but only to the extent previously reported as a part of Gross Sales;
- (iv) The price allowed on all merchandise traded in by customers for credit or the amount of credit for discounts and allowances made in lieu of acceptance thereof, but only to the extent previously reported as a part of Gross Sales;
- (v) Cash refunds made to customers in the ordinary course of business, but only to the extent previously reported as a part of Gross Sales, but this exclusion shall not include any amount paid or payable for what are commonly referred to as trading stamps; and
- (vi) Sales taxes, so-called luxury taxes, consumers’ excise taxes, gross receipts taxes and other similar taxes now or in the future imposed upon the sale of merchandise or services, but only if collected separately from the selling price of merchandise or services and collected from customers.

5. Acknowledgement. As of the Effective Date, Tenant hereby affirms by execution of this Amendment that to the best of Tenant’s knowledge the Lease is in full force and effect and Tenant does not have any presently existing claims against Landlord or any offsets against any amounts due under the Lease. As of the Effective Date, to the best of Tenant’s knowledge, there are no defaults of Landlord under the Lease and there are no existing circumstances which with the passage of time, notice or both, would give rise to a default under the Lease.

6. “As Is;” Tenant Improvement Allowances. Landlord shall have no obligation to perform any construction or make any additional improvements or alterations, or to afford any allowance to Tenant for improvement or alterations, in connection with this Amendment. Tenant acknowledges and agrees that all construction obligations of Landlord under the Lease required as of the date hereof, including, without limitation, payment of any tenant improvement allowances, have been performed in full and accepted.

7. **CONFIDENTIALITY. TENANT AGREES TO KEEP THE TERMS OF THIS AMENDMENT CONFIDENTIAL AND TO DISCLOSE SUCH TERMS ONLY TO LEGAL COUNSEL THAT MAY REVIEW THIS AMENDMENT AND TO SUCH OTHER PERSONNEL OF TENANT WHO NEED TO KNOW SUCH TERMS. UNDER NO CIRCUMSTANCES SHALL TENANT DISCLOSE THE TERMS OF THIS AMENDMENT TO ANY OTHER TENANT OR OCCUPANT OF THE CENTER. IN THE EVENT OF A VIOLATION OF THIS PARAGRAPH, TENANT SHALL IMMEDIATELY PAY TO LANDLORD, IN COLLECTED FUNDS, ONE AND ONE-HALF TIMES THE DIFFERENCE BETWEEN THE RENTALS PAID PURSUANT TO THIS AMENDMENT AND THE RENTALS WHICH OTHERWISE WOULD HAVE BEEN REQUIRED TO HAVE BEEN PAID UNDER THE LEASE BUT FOR THIS AMENDMENT AND THE RENT DEFERRAL PERIOD SHALL BE DEEMED TO HAVE BEEN TERMINATED AS OF THE DATE OF SUCH VIOLATION.**

8. Landlord’s Address. Landlord’s addresses for notices and payments of rent under the Lease shall be amended to be:

1301 East Gladstone Street Investors LLC	With a copy to:
c/o Vestar	David L. Lansky, Esq.
2425 East Camelback Road, Suite 750	Clark Hill PLC
Phoenix, Arizona 85016	14850 North Scottsdale Road, Suite 500
Attention: President – Management Services	Scottsdale, Arizona 85254

Address for payments of Rent:
1301 East Gladstone Street Investors LLC
c/o Vestar
P.O. Box 60051
City of Industry, California 91716

9. Full Force and Effect. Except as expressly modified by this Amendment, the Lease remains unmodified and in full force and effect. All references in the Lease to "this Lease" shall be deemed references to the Lease as modified by this Amendment.

10. Counterparts; Electronic Signatures. This Amendment may be executed in one or more counterparts and the signature pages combined to constitute one document. Electronic signatures shall have the same force and effect as original signatures.

11. Certified Access Specialist Inspection. The Premises has not undergone inspection by a Certified Access Specialist (CASp) with respect to accessibility requirements. A CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under law. Although governmental laws do not require a CASp inspection of the Premises, Landlord does not prohibit Tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of Tenant, if requested by Tenant. Landlord and Tenant shall mutually agree on the arrangements for the time and manner of the CASp inspection, if such CASp inspection is requested by Tenant. The payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises shall be borne by Tenant.

12. Electric Vehicle Charging Station. To the fullest extent permitted by applicable law, Tenant hereby waives the provisions of California Civil Code Section 1952.7 as such provisions may apply to the Premises, the Common Area of the Center and this Lease. In consideration of the foregoing waiver, Landlord shall comply with the terms and provisions of California Civil Code Section 1952.7.

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Amendment as of the date and year first above written.

LANDLORD:

1301 EAST GLADSTONE STREET INVESTORS LLC,
a Delaware limited liability company

By: TPF Equity REIT Operating Partnership LP,
a Delaware limited partnership, its sole member

By: TPF Equity REIT Operating Partnership GP
LLC, a Delaware limited liability company,
its general partner

DocuSigned by:
Scott Mullen

By: C4A14E7D8B644B7...

Printed Name: Scott Mullen

Title: Director

TENANT:

CBC RESTAURANT CORP, a Delaware corporation

By: Frank G. Paerl
Printed Name: Frank G. Paerl
Its: Chief Executive Officer

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made and entered into as of the 15th day of December, 2020 ("Effective Date") by and between 1301 EAST GLADSTONE STREET INVESTORS LLC, a Delaware limited liability company ("Landlord") and CBC RESTAURANT CORP., a Delaware corporation ("Tenant").

RECITALS:

A. Diamond Ridge Development, LLC, a California limited liability company ("Original Landlord"), and Tenant have previously executed and delivered that certain Lease Agreement dated May 18, 2007 (the "Original Lease") with respect to certain Premises more particularly described therein.

B. Landlord has previously succeeded to the right, title, interest, duties and obligations of Original Landlord under the Lease.

C. Landlord and Tenant have previously executed and delivered that certain First Amendment to Lease Agreement dated as of April 1, 2020 (the "First Amendment"). The Original Lease and the First Amendment are collectively referred to herein as the "Lease".

D. Landlord and Tenant have agreed to amend the Lease, subject to and in accordance with the further terms, covenants and provisions of this Amendment.

NOW, THEREFORE, in consideration of the execution and delivery of the Lease, the foregoing Recitals, the mutual agreements, covenants and promises contained in this Amendment and other good and valuable considerations, the receipt, sufficiency and validity of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Definitions. Capitalized terms used in this Amendment without definition shall have the meanings assigned to such terms in the Lease, unless the context expressly requires otherwise.

2. Rental Deferral. Although Base Rent shall continue at all times to accrue at the amounts set forth in the Lease, for the period commencing January 1, 2021 and continuing through June 30, 2021 (the "Rental Abatement Period"), so long as Tenant is not in default under the Lease (any required notice having been given and any applicable cure period having expired), Tenant may abate fifty percent (50%) of its monthly installments of Base Rent obligations payable under the Lease. The difference between monthly installments of Base Rent payable under the Lease and the amounts payable by Tenant as set forth in this Paragraph 2 shall be "Abated Rental". The provisions of this Paragraph 2 do not amend Tenant's other obligations under the Lease, including but not limited to the payment of any and all real property taxes, Common Area Charges, insurance payments or any other charges Tenant is obligated to pay to Landlord, in advance on or before the first day of each calendar month (collectively "Tenant's Other Obligations"). Nothing contained in this Amendment shall be construed to relieve Tenant of Tenant's obligation to pay Tenant's Other Obligations. Should (i) Tenant commit a breach of any term or provision of the Lease (any required notice having been given and any applicable cure period having expired), or (ii) Tenant be in default under the Lease during any period in which Tenant is abating rentals in accordance with the provisions of this Paragraph 2 (any required notice having been given and any applicable cure period having expired), then in any such case, Abated Rental shall become immediately due and payable, and, if applicable, Tenant's right to abate rentals shall immediately terminate. The rights granted to Tenant in this Amendment are personal to the Tenant named herein and may not be assigned or transferred. The terms of this Amendment shall not modify Tenant's Gross Sales reporting obligations set forth in the Lease.

3. Arrearages. Tenant acknowledges that it owes Landlord rental arrearages for Base Rent, real property taxes, Common Area Charges and insurance payments for the months of October, November and December, 2020 in the amount of Forty Five Thousand Six Hundred Seventy-One and 97/100 Dollars (\$45,671.97) (the "Arrearages"). Tenant shall pay to Landlord the Arrearages concurrently with Tenant's execution of this Amendment or the terms of this Amendment shall become null and void.

4. Lease Term. Landlord and Tenant hereby extend the Lease Term for a period of ten (10) years commencing on January 1, 2023 and expiring on December 31, 2032 (the "Extension Period").

5. Base Rent. Tenant's obligation for monthly installments of Base Rent for years 1-5 of the Extension Period (commencing on January 1, 2023) shall be Twelve Thousand Nine Hundred Seventy-Seven and 25/100 Dollars (\$12,977.25) per month. Tenant's obligation for monthly installments of Base Rent for years 6-10 of the Extension Period (commencing on January 1, 2028) shall be Fourteen Thousand Nine Hundred Twenty-Three and 84/100 Dollars (\$14,923.84) per month.

6. Exclusive Rights. From and after the date of this Amendment, Tenant's Exclusive Use (as set forth in Section 1.1 of the Lease) shall apply only to Panera Bread and Atlanta Bread, and as such, a future lease or license with any other user would not be a violation of Tenant's Exclusive Use.

7. Acknowledgement. As of the Effective Date, Tenant hereby affirms by execution of this Amendment that to the best of Tenant's knowledge the Lease is in full force and effect and Tenant does not have any presently existing claims against Landlord or any offsets against any amounts due under the Lease. As of the Effective Date, to the best of Tenant's knowledge, there are no defaults of Landlord under the Lease and there are no existing circumstances which with the passage of time, notice or both, would give rise to a default under the Lease.

8. Waiver of Default. Assuming Tenant's compliance with the terms of this Third Amendment, (including payment of the Arrearages), Landlord hereby waives any Tenant's Default, or event which with the passage of time or giving of notice or both would constitute an event of default under the Lease, that may exist or have existed by virtue of Tenant's failure to timely pay rent and taxes up to the date upon which this Amendment is executed. Landlord waives any late fees or penalties due in connection with the late payment of monthly base rent as of the date hereof. The provisions of this paragraph 8 are limited, however, to acts or occurrences occurring prior to the date of this Amendment and, for the avoidance of doubt, the portions of this paragraph 8 do not extend to Tenant's obligation to pay the Arrearages.

9. "As Is;" Tenant Improvement Allowances. Landlord shall have no obligation to perform any construction or make any additional improvements or alterations, or to afford any allowance to Tenant for improvement or alterations, in connection with this Amendment. Tenant acknowledges and agrees that all construction obligations of Landlord under the Lease required as of the date hereof, including, without limitation, payment of any tenant improvement allowances, have been performed in full and accepted.

10. Change of Ownership. Lessor hereby acknowledges the acquisition by Pandya Restaurant Growth Brands, LLC ("PRGB") of all of the shares of Corner Bakery Holding Company ("CBHC"), formerly known as IFBC Holding Corporation, the parent of CBC Restaurant Corp. ("CBC"), on or about October 27, 2020 (the "Transaction"), and, in connection therewith, a new slate of directors was elected to the respective board of directors of Lessee, and CBHC (the "Board Elections"). To the extent that the Transaction or the Board Elections constitutes a change of ownership or control under the Lease for which Lessor's consent is or may be required under the Lease, Lessor hereby grants such consent and waives any conditions to such consent set forth in the Lease and further waives any Event of Default, or event which with the passage of time or giving of notice or both would constitute an Event of Default, under the Lease, which may exist or have existed as a result of the Transaction or the Board Elections. The provisions of this paragraph 10 do not, however, waive, modify or terminate the restrictions on assignment, whether direct or indirect, whether by operation of law or otherwise, contained in the Lease, all of which restrictions on assignment remain in full force and effect.

11. **CONFIDENTIALITY. TENANT AGREES TO KEEP THE TERMS OF THIS AMENDMENT CONFIDENTIAL AND TO DISCLOSE SUCH TERMS ONLY TO LEGAL COUNSEL THAT MAY REVIEW THIS AMENDMENT AND TO SUCH OTHER PERSONNEL OF TENANT WHO NEED TO KNOW SUCH TERMS. UNDER NO CIRCUMSTANCES SHALL TENANT DISCLOSE THE TERMS OF THIS AMENDMENT TO ANY OTHER TENANT OR OCCUPANT OF THE CENTER.**

12. Payments of Rental Obligations. Tenant shall pay all rental obligations under the Lease by ACH or other electronic means in accordance with such written instructions that may be obtained from Landlord from time to time.

13. Full Force and Effect. Except as expressly modified by this Amendment, the Lease remains unmodified and in full force and effect. All references in the Lease to "this Lease" shall be deemed references to the Lease as modified by this Amendment.

14. Counterparts; Electronic Signatures. This Amendment may be executed in one or more counterparts and the signature pages combined to constitute one document. Electronic signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Amendment as of the date and year first above written.

LANDLORD:
1301 EAST GLADSTONE STREET INVESTORS LLC,
a Delaware limited liability company

By: TPF Equity REIT Operating Partnership LP,

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Amendment as of the date and year first above written.

LANDLORD:

1301 EAST GLADSTONE STREET INVESTORS LLC,
a Delaware limited liability company

By: TPF Equity REIT Operating Partnership LP,
a Delaware limited partnership, its sole member

By: TPF Equity REIT Operating Partnership GP
LLC, a Delaware limited liability company,
its general partner

By: Scott Mullen

Printed Name: Scott Mullen

Title: Director

TENANT:

CBC RESTAURANT CORP, a Delaware corporation

By: [Signature]

Printed Name: Valentino DiGiorgio

Its: General Counsel, Secretary

EXHIBIT B

CM Receivables Ledger

Occupancy Status: Current Inactive New

1/2/2023 through 5/9/2023

Building	Lease	Date	Cat	Description	Src	Description	Debit	Credit	Balance	Receipt Desc	Invoice	Rcpt Type	
478- 012314		CORNER BAKERY #238						Master Occp Id: 478CORNE-3					
Balance Forward									15,146.09				
478	012314	2/1/2023	BSS	BASE SHOP	CH	AUTOCHRG @T2/28/2023	12,977.25		28,123.34				
478	012314	2/1/2023	CEN	CAM MONTHLY EXT NOM	CH	AUTOCHRG @T2/28/2023 @R	1,110.64		29,233.98				
478	012314	2/1/2023	REN	RE TAX NON ANCHOR	CH	AUTOCHRG @T2/28/2023 @R	1,378.16		30,612.14				
478	012314	2/3/2023	CEN	CAM MONTHLY EXT NOM	NC	REV 1.23 CAM IMPOUND		946.15	29,665.99				
478	012314	2/3/2023	CEN	CAM MONTHLY EXT NOM	CH	JAN 23 CORRECT CAM IMPOUN	1,110.64		30,776.63				
478	012314	2/3/2023	ISN	INSURANCE NON ANCH	NC	REV 1.23 INS IMPOUND		170.89	30,605.74				
478	012314	2/3/2023	REN	RE TAX NON ANCHOR	NC	REV 1.23 REX IMPOUND		1,300.59	29,305.15				
478	012314	2/3/2023	REN	RE TAX NON ANCHOR	CH	JAN 23 CORRECT REX IMPOUN	1,378.16		30,683.31				
478	012314	3/1/2023	BSS	BASE SHOP	CH	AUTOCHRG @T3/31/2023	12,977.25		43,660.56				
478	012314	3/1/2023	CEN	CAM MONTHLY EXT NOM	CH	AUTOCHRG @T3/31/2023	1,110.64		44,771.20				
478	012314	3/1/2023	REN	RE TAX NON ANCHOR	CH	AUTOCHRG @T3/31/2023	1,378.16		46,149.36				
478	012314	3/6/2023	BSS	BASE SHOP	CR	Receipt		12,977.25	33,172.11	030623		EFT	
478	012314	3/6/2023	CEN	CAM MONTHLY EXT NOM	CR	Receipt		1,110.64	32,061.47	030623		EFT	
478	012314	3/6/2023	REN	RE TAX NON ANCHOR	CR	Receipt		1,378.16	30,683.31	030623		EFT	
478	012314	4/1/2023	BSS	BASE SHOP	CH	AUTOCHRG @T4/30/2023	12,977.25		43,660.56				
478	012314	4/1/2023	CEN	CAM MONTHLY EXT NOM	CH	AUTOCHRG @T4/30/2023	1,110.64		44,771.20				
478	012314	4/1/2023	REN	RE TAX NON ANCHOR	CH	AUTOCHRG @T4/30/2023	1,378.16		46,149.36				
478	012314	4/4/2023	BSS	BASE SHOP	CR	Receipt		12,977.25	33,172.11	040423		EFT	
478	012314	4/4/2023	CEN	CAM MONTHLY EXT NOM	CR	Receipt		1,110.64	32,061.47	040423		EFT	
478	012314	4/4/2023	REN	RE TAX NON ANCHOR	CR	Receipt		1,378.16	30,683.31	040423		EFT	
478	012314	5/1/2023	BSS	BASE SHOP	CH	AUTOCHRG @T5/31/2023	12,977.25		43,660.56				
478	012314	5/1/2023	CEN	CAM MONTHLY EXT NOM	CH	AUTOCHRG @T5/31/2023	1,110.64		44,771.20				
478	012314	5/1/2023	REN	RE TAX NON ANCHOR	CH	AUTOCHRG @T5/31/2023	1,378.16		46,149.36				
478	012314	5/2/2023	BSS	BASE SHOP	CR	Receipt		12,977.25	33,172.11	050223		EFT	
478	012314	5/2/2023	CEN	CAM MONTHLY EXT NOM	CR	Receipt		1,110.64	32,061.47	050223		EFT	
478	012314	5/2/2023	REN	RE TAX NON ANCHOR	CR	Receipt		1,378.16	30,683.31	050223		EFT	