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CHARLIE HUANG RESTAURANT CONCEPT 7, INC.·

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By: Cristina Grijoi\la, Deputy

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA COUNTY OF LOS ANGELES** - **CENTRAL DISTRICT**

Case N6\:. *;ii* **!J.··**• **!J** *:..* **'7** *J*

CHARLIEHUANG RESTAURANT CONCEPT 7, INC.

Plaintiff,

vs.

TERRACE VIEW PROPERTIES, LLC

Defendant.

f.':\*cf'**"VO**O ?n ,

Assigned for all purposes·:

**COMPLAINT FOR:**

1. **RESCISSION OF CONTRACT BASED ON MUTUAL MISTAKE OF FACT**
2. **RESCISSION OF CONTRACT BASED ON UNILATERAL MISTAKE OF FACT**
3. **BREACH OF COVENANT OF QUIET ENJOYMENT**
4. **DECLARATOllY RELIEF**

**BYFAX**

COMPLAINT - Page 1

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I Plaintiff Charlie Huang Restaurant Concept 7, Inc. a Colorado corpoi·ation ("Plaintiff' o 2 "Concept 7") is informed and believes, so alleges as follows in support· of their. verifie

1. Complaint for damages against Defendant:
2. **PARTIES; JURISDICTION AND VENUE**
3. L Plaintiff Charlie Huang Restaurant Concept 7, Inc. is a corporation organized and
4. existing under the laws of the State of Colorado, and lawfully doing business in the State o
5. California, County of Los Allgeles.
6. 2. Plaintiffs principal is Taiping Huang, also known as Charlie Huang, and 'is a natura
7. person who at all material times mentioned herein was the president and officer of the Plaintiff.
8. 3. Plaintiff is infom1ed and believes that, at all times mentioned herein, Defendant Terrac
9. View Properties, LLC, was .and is a limited liability company organized under the laws of th
10. State of California.
11. 4. The contract at issue was entered into in the CoU11ty of Los Allgeles, \_and the acts yieldin
12. to rescission of the contract, breach of contract, and breach of the covenant of quiet enjoymen
13. all occurred in the County of Los Angeles, in the State of California, therefore venue in thi
14. Comi is proper, and this court has subject matter jurisdiction over these proceedings.
15. **GENERAL ALLEGATIONS**
16. 5. Charlie Huang ("Huang") and Ji. JU!l Zhai ("Zhai"), each an individual,. entered into
17. lease dated July 6, 2015.for a term of five years at the premises located at 235 West\_Main Street,
18. Suite A, Alhambra, California 91801 (the "Premises"), with Casita De Zen Development, LLC,
19. California limited liability company, as the landlord.
20. 6.

Sam Wong was a managing member of Casita De Zen Development, LLC.

1. 7.

On.

October 31, 2016, Hua.ng and Zhai assigned the lease to Criti. cal Quality. Managemen

1. Corp., a California corporation.
2. 8. On June 30, 2017, Casita De Zen Development, LLC assigned the lease to Te1Tace Vie
3. Prope1iies, LLC, a California limited liability company (the "Landlord\_").. • .
4. 9.

28.

Sam Wong was and is a managing member of Terrace View\_Properties, LLC.

COMPLAINT - Page 2.

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1. 10. . On November 23� 2017, Critical Quality Management Corp. assigned the lease to Charli
2. Huang Restaurant Concept 7, Inc., a Colorado corporation, whereby Huang became a person
3. guarantor on the lease.
4. 11. Charlie Huang is a principal of Charlie Huang Restaurant Concept 7,Inc.
5. 12. A true and c01Tect copy of the aforementioned lease documentation (the "Lease") i
6. attached hereto and incorporated by reference herein as **Exhibit "1".**
7. 13. Concept 7 owns multiple restaurants, including high-end restaurants located in the stat
8. of Colorado.
9. 14. When Huang entered into the Lease, Huang had the express intent of fitting the Premise

1O with a cafe-style restaurant.

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Huang inspected the Premises, and during his inspection, did not notice any conditions o

1. defects that would indicate the Premises would suffer from a smell.
2. 16. • At the time of entry into the Lease, there was no indication of any smell or odo
3. emanating from or around the Premises.
4. 17. At the time of entry into the Lease, Casita De Zen Development, LLC did not infor
5. Huang as to any defects· or.conditions that would.indicate a smell or odor at the Premises..
6. 18. The restaurant was originally named "Mattlorna Cafe," and was in a rebranding proces
7. to "Shinderman Cafe."
8. 19.. As part of the rebranding process, Concept 7 instituted a number of tenant improvement
9. to the Premises, totaling approximately $750,000.
10. 20. • On or around July 10,2017, one of the resta1irant patrons wrote a disparaging review o
11. [www.yelp.com](http://www.yelp.com/) ("Yelp") stating that the restaurant smelled like a "sewer."
12. 21. The restaurarit received at least five other similar reviews on Yelp commenting on th
13. foul odors emanating from the restaurant between the dates of July 17, 2017 and October 22,
14. 2017.
15. 22. Many of the c·omplaining patrons indicated that they would not return to the restauran
16. due to the smells, and the restaurant subsequently lost several clients. 28

COMPLAINT - Page 3

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1. 23. When Huang first discovered the noxious odors and fumes, he made several complaint
2. to the Landlord, requesting assistance as to the cause and how to c01Tect the foul odors drivin

. 3 customers away.

1. 24. Despite Huang's numerous complaints and repeated attempts to achieve a resolution, th
2. Landlord failed to properly investigate or rectify the foul odors, and the odors persisted.
3. 25. Despite receiving no cooperation from the Landlord, Huang and his business partner.
4. attempted to source and alleviate the odor situation themselves, but to no avail.
5. 26. Around February 2018, Huang and his business partners conducted communications wit
6. the Landlord via the chat platfonn WeChat, in further attempts to rectify the situation.
7. 27. Throughout the chat communications, the Landlord repeatedly denied liability, an
8. merely offered suggestions for Huang and his team to engage with technicians who the Landlor
9. claimed could fix the air conditioning system, which the Landlord argued was a possibility caus·
10. of the source of foul odors.
11. 28. Huang engaged with multiple technicians who came to the Premises in attempts to fix th
12. speculated sources of the. odor, and did so at the restaurant's. expense, but none were able t
13. correct/remove the foul odors wafting into the restaurant.
14. 29. The foul smells persisted through July 2018; when Concept 7 was ultimately forced to
15. vacate the Premises and close the restaurant, as even its employees were complaining that th
16. foul smells were making them sick and unable to work at Concept 7' s leased location.
17. 30. Concept 7 lost over $1,000,000 in the course of this ordeal.
18. 31. In September 2018, Concept 7 engaged with Bert L. Howe & Associates, a construction
19. defect expert firm (the "Expert"), to visit and examine the Premises, as well as all relevan
20. documents including the original shell plans of the building, and the blueprints of the tenan
21. improvements, to ultimately detennjne whether the tenant improvements were the source of th
22. odor, or the landlord's construction was the source.
23. 32. In October 2018, after reviewing all materials at hand, both from the Premises visit, an
24. the supporting plan documentation, the Expert dete1mined that Concept 7' s tenant improvement 28

COMPLAINT - Page 4

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1. were not the cause of the odor, and the source originated from the original shell construction o
2. the Premises.
3. 33. The cause of the foll! odors was not apparent from a reasonable inspection of th
4. Premises, as the defects causing the odors were latent defects.
5. **FIRST CAUSE OF ACTION**
6. **(Rescission of Contract Based on Mutual Mistake of Fact)**
7. 34. Concept 7 incorporates paragraphs 1-33 of this Complaint as though set forth full
8. herein.
9. 35. Concept 7 entered into the Lease based on the understanding that the Premises was fit fo
10. the operation of a restaurant.
11. 36. Neither Concept 7 nor Landlord were aware of any defects - patent or latent - that woul
12. have yielded to the diffusion of foul or noxious odors at the Premises.
13. 37. Concept 7 could not have been aware of any defect based upon a commercial!
14. reasonable inspection of the Premises before taking possession.
15. 38. Had Concept 7 been aware \_that the Premises maintained defects that would lead to th
16. permeation of foul odors, Concept 7 would never have entered into the Lease.
17. 39.. As Concept 7 and Landlord, were both mistaken as to the suitability of the Premises fo
18. ·operation of a restaurant, the facts constitute grounds for rescission of the Lease wider Califomi
19. Civil Code §1692.
20. 40. Because there was either a mutual mistake of fact as to the suitability of the Premises, o
21. because the Landlord knew but failed to disclosed that the subject Premises were unsuitable for
22. restaurant because of the latent defects causing the foul orders,·plaintiff Concept 7 is entitled t
23. rescission and return of all rents and morries spent in improving the property in an amollilt to b
24. proven at time of trial, which special damages are believed to be at $2,000,000.
25. **SECOND CAUSE OF ACTION**

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**(Rescission of Contract Based on Unilateral Mistake of Fact)**

Concept 7 incorporates paragraphs 1-40 of this Complaint as though set forth full

COMPLAINT - Page 5

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* 1. herein..
  2. 42. Concept 7 was l/naware of any defect or condition that would cause .the Premises to b
  3. unsuitab.le for operation of a restaurant, including any defect that would cause the persisten
* 4 spreading of noxious and foul odors.·

5. 43. Concept 7 could not have been aware of any defect based upon a commercial!

1. reasonable inspection of the Premises before taking possession.
2. 44. Landlord was aware or should have been aware that the Premises maintained defects tha
3. caused it to be unsuitable for operation of a restaurant, and failed to tell Concept 7 of this fact.
4. 45.

Concept 7 would not have entered into the Lease had it known that the Premise

l 0 maintained a defect that would cause it to be unfit for the operation of a restamant.

1. 46. The facts constitute grounds· for rescission of the Lease under California Civil Cod
2. §1692.

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1. . Becaus<; there was either a mutual mistake of fact as to the suitability of the Premises, o because the Landlord knew but failed to disclosed that the subject Premises were unsuitable for restaurant beca�se of the latent defects causing the foul orders, plaintiff Concept 7 is ;ntitled t rescission and return of all rents and monies spent in improving the property in an amount to b proven at time of trial, which special damages ,are believed to .be at $2,000,000 for plaintiff unilateral mistake of material fact.

###### THIRD CAUSE OF ACTION

. **(13reach of Covenant of Quiet Enjoyment)**

1. Concept 7 incorporates· paragraphs 1-47• of this Complaint as though set forth full herein.
   1. 49. Despite repeated efforts by Concept 7 to stress the urgency . of the condition of th
   2. Premises and the pervasivene�s of the noxious odors, Landlord failed to take meaningful actio
   3. to source or rectify the defects.

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50.

The noxious odors continued to persis•t

for several months, whereby Concept 7 los

* 27 several clients and consequently significant amounts of revenue for its business.

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COMPLAINT - Page 6

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I 51. Landlord's failure to rectify the conditions of the Premises to make the Premises suitabl

1. for operation of a restaurant constituted a breach of Landlord's covenant of quiet enjoyment, a
2. Landlord's failure to rectify the conditions. ultimately caused significant interference wit
3. Concept *Ts* business, thereby harming its operations.
4. 52. .Landlord's failure to make the Premises fit for its suitable purpose constitutes a breach o
5. the Lease, and Concept 7 suffered significant damages as a result, including without limitatio
6. all rents paid since plaintiff Concept 7 never received the benefit of its bargain, namely,
7. premises suitable for carrying out a restaurai1t business at the subject location, and all monie
8. paid for tenant improvements, including monies. related to the operation of the restaurant a
9. damages, in an amount to be proved at trial, which are believed to be in excess of $2,000,000.

###### FOURTH CAUSE OF ACTION

!2 **(Declaratory Relief)**

13 **53.**

1. herein.
2. 54.
3. 55.

Concept 7 incorporates paragraphs 1-52 of this Complaint as though set forth full

The Premises was ultimately unfit for its intended purpose to be used as a restaurant. The Premises maintained latent defects that were not readily observable. from

1. commercially reasoriable inspection of the Premises before Concept 7 took possession of th
2. Premises.
3. 56. An actual controversy has arisen and now exists between Plaintiff and Defendan
4. concerning their respectiv� rights and duties.
   * 21 57. Plaintiff seeks declaratory relief, in the .amount of all rents paid by Plaintiff to Defendan
5. • since entry into the Lease, all amounts spent by Plaintiff for the implementation of tenan
6. improvements to the Premises, and all amounts·spent by Plaintiff to attempt to source and recti
7. the odor.
8. 58. Plaintiff seeks declaratory relief, that the Court determines no further monies are owed t
9. Defendant under the Lease, since the Premises was irthei"ently defective, and unfit arid unsuitabl
10. for operation as a restaurant. 28

COMPLAINT - Page 7

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* 1. **PRAYER·**
  2. WHEREFORE, CONCEPT 7 prays for judgment as follows:
  + 3 1. Monetary damages in an amount to be proven at trial, including expectation damages.
  1. consequential damages, incidental damages in excess of $2,000,000 or such am0;unt tha
  2. is proven at time of trial;
  3. 2. For costs of suit incurred herein, including reasonable attorney's· fees and costs to th
  + 7 extent recoverable by law or contact; and

8 3. For such and other relief as this court may deem just, equitable or proper.

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1. Dated: December 10, 2018-
2. By

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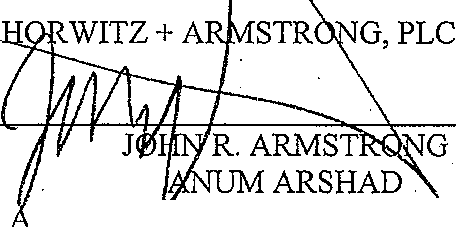
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ttorneys fir Plaintiff CHARLIE HUANG RESTAURANT CONCEPT 7, INC.



COMPLAINT - Page 8

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**EXHIBIT 1**

# *n*

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###### AIR COMMERCIAL REAL ESTATE ASSOCIATION

**STANDARD INDUSTRIAL/COMMERCIALMULTl-TENANT LEASE** • **NcT**

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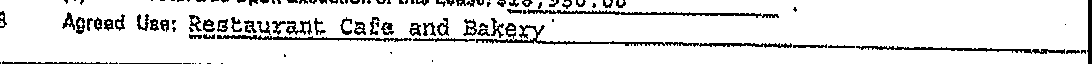
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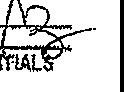


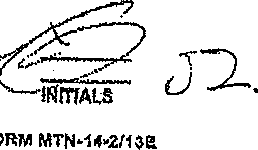
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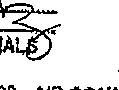
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*2.5* l.O$SV.lf :ii.S Prior pwner/OccupanC. *11)8"* w�rranVos made *by* Lessor in Par�rapll 2 shall tie of no torce *at* !.!'feet *If* /�mediately prior

to the Stari Date Les5ee was the owner or Occupant of thePr8mises, In such event, Lessee shallberespoo5lble for'any nO:ceaMry corroetlvo work.

*2:e* Vah.lt;:ln Pru-k�ng, Lessee shallM enliUed lo Use !he tml'rlber of parking spaces specified in P111ro9�ph 1.2(b) on thQse portions *ot* lhe Common A�ea$ dos1gm:1:led from !Ima to Ume by L.,sosorfor pa:rldng. t.e.ssee- shall *not* US\!I more par11lng r;p,1:$:!. then $$id number, sard paridng spaces shg!f bB used for patldng by \lehleles no ll3!'ger than fuU.$iza pa500llg�r .ti.rtomobit� or plck•u� (l'"ucks. herein oa!led �P.ettnltted Sb:e VohiCles." Lessor *mey* regulate theloadJn,g *�nd* unloading*61*vehJofS.s byi:lt!Oplfng Ruin$ andRegtiletion& !!ts provldati if\ Petagraph Z9. No veh!cleeQther lhanPonnlt!e"d Sito Vehicfss *m2y be* parked *ln* the Common Aro.a Without thnpriotwtltten J)!lrmiuiM.of u,s;or. fn.eddillon:

{a) • L55see shaH oOt permit or allow *any* vehl�les that belong lO or�re confs'o!ICG by l.e$$C:8 ar 1.essee·a employees, supplie'ra

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* wilh�ut nnucc, in e.dditiOn lo such other rights and remedies that It may haVe, lo removit *ot* tow .away !he vehlck:I involved *imd ehe.tg$* the er,$\.lf>le$$:t:ia. wh!Ch cost�lfilf be lmmt.dlllte!y payablo upcn demand bylemr.

2,7 . Common Are.as • 0(lfinJHon. The lorm '.'Common Areas" in doflned as an areas and f?QUi�!l$i QUt$1de lhe Premises arid wllhlrl the oxt!<lor bout1dtityl!M of the Ptojectand inlerior1.1tilltyrnc,:ways .and !nsla!lalfonB w/U1!n lho:Uru1that are.provided and designated by IlleLes$0r rtol'rt m'lie k1• time for the general nofl-excitlSiVe use of L-osoor, Lossad and Dlher lenants of !ho Proioct and.!heir rcspf:cUvo ompfo)'l:!GS, supplier;, shlppam, oustom�t, contractors end.rnvaeae. lncludlng Parkin.9 a.r�ns, loadlrl.g nnd un!ooding tln91!13, lraeh ercas, rocdways,�lkwa�, drivew�Yf) aod tondsr;epod l!!ll'l)l!l:!i,

2,8 Common Areas: • Lossoa's Rights. Lassot grants lo Lessee, ror 100 bonarn of Lassae and ils employees, suppn81'.$, shipper's, a)trlraottlrs, cv!llom� attdinvitees:. during Iha leitn of thr.i Loase, the noM1xc!usivo rlght lo use, in oornmon withoUier8 cnmled1o !tUOh tl.98, iha Camm(ln *Areas* 86 fhey ex!Bf *fr'Om* time 111 tlm�. $1JbJoCt lo flJlY Jighf6. powem. aM privl!oQG9 *fClset'Ved* by Lessor tindor *the* tittn1tt he(sof or under the terms of any

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* + !nV!\ee..1 to so .iJ:,ii;1tt and oonrorm, L<eo:'.JOr GhnU f'IQ! be responsible lo Lease& for the:non,compnance wllh said Rufes and RG:gul3!1ons by other fansnis <if� Pll)jOcl, ·•

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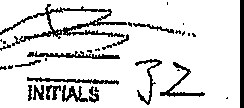
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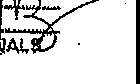
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('II) The coal. of Jha premiums for lhi:::: insumru;e m11into:lnod by Lessor pUl'suant to Paragraph 6.

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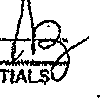
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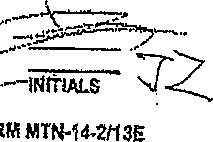
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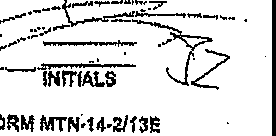
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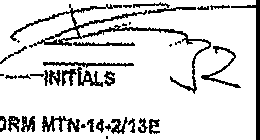
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9,G Abatement or�ent ltssea's Remecl!ss,

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9.7 Term!rmllon: Advano-.::,. P«ymeot�. Upon \_lef1Tlinar1on of 1hl$ Le�se pim:iunnl lo Par.a11reph e:.�(g} *er* Paragraph 9, an o-qult&b!e

adJustmanf shall be made eonca,mln9 adVano-& Sa$e Rent.ol'ld any othor odvence payments made by L�SS4& to Lessm. l..e-SSOI' $hall, irl addiUrm1 rel\Jftl to LBSMBso much of Lessee's Sa<!urity Deposit ashas nc.!bsen,of".iG not !hen raq1,iited to bo,.uDod by t.et$or.

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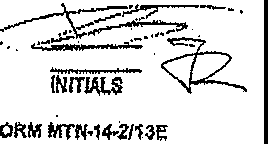
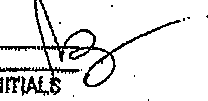
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* 1. Terms .!Ind Conditions Appllcabk1 to As.11ignmont and Sublottin\_g,

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(b} t.emr *may* accept Rent *at* performance of L�see:'s obHgaUons �om :any l'Jel'50n oth\s' lhan Lessee pendklQ apPfoval or dl�pprave,I of en e�!gnment. Neither a delay In lha appro�r or dts!lpJ)roval of such assignment nor the acceplllnce of Rent or p1uformanc:.e 'Sha!I conslitule a waiver.or astoppel of l,e5sor's ff9ht to�xercise Ila remedies for Les.�e's DeTij\J11 Qr Breach,

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{d} lfi tho event of *any* Oe�i�I or Breach by Le:ssee, l..essor may proo-eiB(f cUrecUy against Los��e. a11y Guaranlors or anyone else responslblo for !he perforrmmoo -of l.a951:!P..'& ·obHgotions undfit Ulis t.ease, !1rcl1,1dlr19 any a$6ignee- or subl�see, Without lirst exha1.1stitt9 Lessor's reroodla&1;1ga111st any *Qlhar person* Qr entiiy responsibfo 1herefore to·La.ssor, or nny.security held by lessor.

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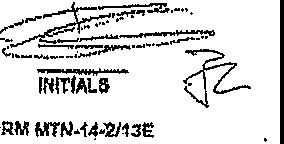
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{g} The discoveiy that anyfinanclal suilement of Lessee tit' of ti.nY Guerantor g-iven tQ le.tsor was matsrially-fuloo.

(h} If IM pefformancs of u,eses,•� obHgallorts under thi$ LaaSQ ts guaranteed: (I) the dea!h of a Gttaral'Jtor. (ll)!he tsmilnatJon ot t:i Guarani.Or's ffabl!Hy with raspoct to ttli$ t.�s;i other U�an in t1coordanoc with the terms of sucli gu!:lfll:11\y. (HI) a Guur..intor'.s rnlcomrng msotvoni Q(' the Gubjecf. or o bs'\nkt1.mley fiJing, {Jv) *q* Guarantota rafu�l10 t10nor the guaranty, or (v) a Guarnntor's br�ach or Its g!Jffra:nty abUgafloJ'! onan antlc!piato,y bai,10,

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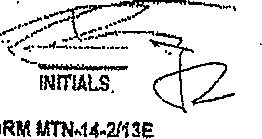
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l.esste'G u.oUon, ro ba eX!reised InwriUng Wlthtn 10 days a/t,er Lemr�anhavo givOflL�eewrlti.en notice of such taking {orIn the ani.emc.e or sue11 tmHeo, wm-irn 10 days a"fter Ule condsmnlng authority shall have taken posse:ssion) tem1lnale lhls lc&sa as or Iha datt, lhe condemning autborlly lakes suc11 po$$t)S$i1;m. If l.esoce do0s not tennmta lhls I.ease In�¢:cordance wllh(ha n;irego!ng, this Lease shall r�afnin full force and tffoct as to the"PQftlon of the Premises retnUining1tt!'ioept that tha ease Rent shaR be: redu� �1 PtOJ)Ot6ol) to Iha rodul:llon In l.ltl!ity ol th0 Pmmlsas cal.1$ed by $.UCh Concien-mation. Condemnation awards and/or paymanta shall be the-property of Ld660r, whoihor suoh award :Shnll bo m.Qde I'm compe-nsaUon for dimfrn,l{lon fn Vilu&*ot* IM

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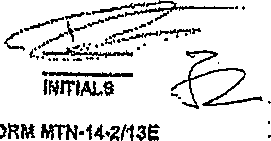
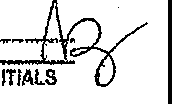
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obli9allon h�under, Drokers shall be th!rc! �ny beneficiaries of tho provisions of PeragraJ)fls 1.10, 16, *22* �nd 31. !( Lessor fails to pay to S-rokGrs MY arnoi.m!i:.dtm a$ gl1d" for brok.erago raas pMUlfllnQ: to lhls LOEisG wht!ln dl.le, th� such amovn!s shall acarue !11terl)11t. In Qddition, If L�iwor ra.Us 10 pay ttrty amounls to Lu:s:sei,'5 Broker when due. Lessea.•s Broker may .san(f written nol1ce to lessor ani;I Lessee *of* such faU�re and If Les.sor fafli. to p:ay .sueh e.mounl:s within tO dey.s aftor said tJOUct,, l.e.ssee shall *pa-y* said manias to it$ S.roker *and* Oll&t31 $IJOh amounts- against Rent. 11'1adcfrlion. LQ;S$8e1.sBroker

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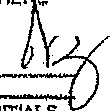
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INCONSIST!:NTWITHTHIS LEASE.

?.$, Disclosures R:egarding Ttn1Nafllro Qf e Renf Ectafe Ag-�n�y Rc!allo�hip, . .

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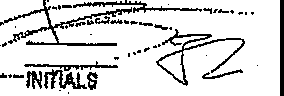
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termination of a Security OeYIG� to which thfs Louae rssubon:J!nated {I} Lessao s�!I.suhJoci to U11) non•dlslurbtincepn:iVl!i1onsor F1atagraph 30.3,.allom to such r,.ew ownet, andupon req1.1e$t, enler into a new leose. containing ..al! of lhe lt!:rms. anQ pl'ovls!Qns of lh!11;l.¢aae. with�vr:h nGW owner for trn,mmairtder of the: lerm her.eof, <:1r, at !ho elecUon (Jf lill:!: riew owner, lh!s Lease will a:utomeU�!ly become a new le6.Se between Leasee *arid* suci'I new <,WJ'I(!(, Md (ii} LeS'S(lr shall ttwrenflsr be relieW!d l)f €10}' f1,1rther obllgst/on$ hoteunder .and such new owner shall assume ar1·or l.mor't.: o�!iga-tlons. except that wch new own�r shallnol: (a) be11:tl)!it *tor* any tsct or omission of eny prior l�asoror with�spec! IQ evenu:- oeeurdng *prl�r* to ncqul$lt:loo of ownership:{b) baaubJat:l to any offS1Jts or *de(ensas* which L.ossee might havo �g.all1st *any* prior lassot, (c}11e bound by prapaYf(leol of mare !han one rt1Q11tll'.o rM\,or(({) 1w liable for

!he relum*of* any sacurity d.epoi::lt *riald* to *nny* prlot' fossorw1.11on wHnot�id or oradiled to.$Vr,ll new owtl&r,

30.3 Non•Olt1h1rbam:;,;1. Withrea:pciof to S5CUljtyOeviCusen!er�Info by L8$$0( aRerIha100CU!i01'1*ol* thti. t.ea110,L��Q•& 5Ubordlne.tlonaf tl'l!s LP.ass shall b�111.Jbfaet to reo!'.!lvlng *e* eomme,rctany roasori;abl¢i m>n-4!�!1,1�anc-eagreement (,i nNon-OJ�urbanC1e,.i.o:roem1u1f") *(rom* lhe! Lendarwhfch Non,Ol5IUl'banca Agreemei,t J)rovkfos lhal Lessee1�·po$$e!l:S:lonof tho Pram/sea, *and* thisLeo�. lno!udlng *any* qptions to extend ttie term hereof, w!llnot be dls1uroed· SQ Jons as LeSSea rs not In BrE!acrt her'eof and.attoms lt> Iha record (lwner of lite Promises, Further. within SO dayA.after lht eM,;uUon of thlo Leai;rl., le:;srir shall, lf requested by l�ssee, use ii; commefrja!Jy roasol'labla Mforts to obletln a Non,Olatu,uanoo Agr<i:omenl from the! hold�r of 8ny

pr(l,o-xistins Se:G1,1rlty Device whlchIQ scouted *by* lheiPromises. In fh& evl!Jli.Uiat LG�or·19 um;ible: {Q provide 1h8:Non,Oitl!urbance Agrel?ltlent within $6id -00 day$, lh13n l��.ee may; al Lestao·s opUof't, dtrae11y conlQ!;l Lenaer and attempt lo negolia!e for the execuUon �ncl delivel)' o, ll Non•Disltlrbanc:e A9r&0mCttt. • •

J0.4 .Ser(,Exeeutlng, ihe agreqn,en!s �nU!lood In !hi$ Par�gr,irptl 30 sh.all be <iffoctiv� without the a-xqC\ltfon of any further do01,1mcmls: provld&d, however, fluil. upon writltm reQU(!ll't from Leasi;ir or a Leo{l'i:ir rn c:i:mne:cri¢n with e stire. 1tna11clng *or* retlnanclng of Iha Pr.emisos, Lessee and l..e11so! GhetJ eKe<::ute such further wrltif19s as may bo reaoona\>Jy requin,d lo separately doOument any eubordinatlor,, attornment and/or Nor,,-Oistvrbanr.e Agroernon! prov/dad fo!herein,

�1. Attornuy&' Faas, *If* any Par1y *<Jr* Bmkw brJrte!i: an cQUgn *qr* ptoWedlno lnvoMig me PtUml$eS whDth&r found�d in tort �n!racl or�CJulfY. or Jo. de<:lar0: r''t)hh� hrn11,mdor, 1ho f"revattil,9 Party (as hersatwr <il3finGd) In *.any* :wc;h procf:bl!cilna,·acUon, or appoa.l thor'3<Jn. �'11111� .r.nh'Ued to tt!l:!,on91blg. ot\ornoys' fees, Such ferrn niay be. awarded !n·thE! same .:i:uil *or �covered* ln a sep�Mte �.u/1, whelhsr *or* not 4UCh ac!lon *or* proi;eed/rlg .fS Dll!'Wid to dc�ion *or* Judgrnen!, lnB term, ''f'rovail/ng Party" shalllnclUctG, wHho(.ff:.timHafo:m,a Party or Broketwl'lo substantlal!y obta,fns *or* defeats::U18 reUef tiought. as lho <:ase may bll, wtiottior Qy oom&:irom!Se, ·#�l\fUl'nenl. Judgment. or tM abandonment by the o!flor Party or Broker of !IS claim *ot* 4efense. Thtt

11t!or�ys' r-se$ award shalt riot Ila oomputod In aGCOrdanOO wilhany court fea si::h&dute, but shall 0$.euch1;11, to fully ri,!f'nburse allatlomeys' fe'eG:r<,asoMbl-/ incurred', In ad't;JUion, Lessot *�a!!* bo -enlltred 10 e11toms�• tee,, coeim and oX?M!W.s i<lcurted' ii'! Iha preparatlol'l o:nd aervioo *o1* ooUc� of Dafs1,11t al'ld oonsultsl!ons ir, oonnocuon tharawl!h, whether Qr nolalegar act/onisstlbsequenuy commot\OCCf InoorinecUon.withSU.ChDef9.U!t or roW\11'19 Broach ($200ls e re-osonable rnin!murn per.oceul'ten� for SLJOh$Cl\lleu• and�tl$ul!allon).

1. t..osoor, Agoess: $howin; Poremfst1$i R,(lpafrs-. Lessor and t.esisor's agents shaU hova tha: rii;Jl\t to-onll!r thePramlli$$ al any ttmo, Jn tho. : ca$� *of* an eml?!'ganoy, arid olherwlse at ,ooi;:�nable Umll!a aftDr r4,DGOm,b1e ptlor notice for !he purpo$e of sh0Win9 th(!' ;ame lo PfOSDecilve puretiaeeAl. f11m:teroi. *or* tm1ari1s. anti making such elterauons, repairs:, Improvements Qr addifion3 lo tha Pwmises tJrrl.,l;!ssw *miy* deem n�ssary *Of* dCSirablo and t11e

�reeling, using *i;;nd* m.llttbiainlng of utilmea, o-tirvicea. pipes and *c�ndult$* .through the Premises. and/or <>ther preml,;ea, u *long* as !her«l'1J'IQ" molorist adverso

$(fli!ct *on* l..oe¢ii;io'e *VM> of* tho Premises. All� acwines Shallbe Wffhout abatemenl ofrent or119:bUity lo Lessee,

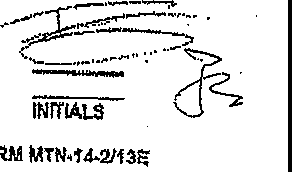
1. • AUctlons. L.H$;ee ehatl *mt* conduot, nor permit *to* 00 ccmdtieled, imy auctiOn upori: the Promises without Lessors- prior wti'Uen oonsent. L8$$0r snalr not be obJlQ�ted loo)((!�� e,nytJli:inde;ird *of* roo.�nablt,11eis.!noetermlnlng Wl!Ulher topetmtt an aqclion.

34, Slsn:, LoS1K1r may plsoe on lha Preml11�flc otd!nary �For sale" algns er any time tlnd Ordinary ''FOi' Lel)$e" signs during th�last {I months of the tel'n'I horoot. Except ror ordinary *"�Qt* Subflt'.tne• .stgns 'Mlich may be plaqed only onI.he Promise�. LOS-SM shaff 'nolpiscl) a11y o.fgtl tsPQn lho Ptoject wllhout Losaot'S priorwtitten consMI. *NI* si(Jtl$ musf comply wHh i:iU APJ)licab!e Requircimonrs.

�5. . T\'mrih'1atlon; Me:rgQ:r. U/lfass specffl¢a!ty 1;!atect olh�Mise In Writing- *by* Lessor, Iha volutitary or othar surrettder cf th!$Lease l)y le6$M, th& mu1uol tarm'irt$Uon *or* �rn::ellallcm h�,of, or a termln:.:llon hereof by l.ossor ror 8reach by LesSlie, ,;;hall automauoilly tarminale attY 51,lb/easo *or* losrm efl'tate In the.f'remlSfflJ: pl'tlvfdod, however. \hat Lessor may elQC( to GOnti11LlO any one or a!!eXlstJng aubtenancltiis, Lassor'Ei•faJlure w�ltl to d,mJ fnllow/ng ony strol'l event to Qleci to the *¢Pnlraty* by wrlttGn rioUOe 10 tllO. holder of any sucl1 lesser interesL �hsff coosmute Lesso!'S. tilci;;llon 10 tuwo suctt el/enl consutut.e tho termIlla.Hon t:1f sucil in11;n,st,

*:';5,* Oornienls. E=,i;capt as Q!MIWIM provided h11rein, wherever in !Ills lease lhs.c.:onsent of a, Party 1$ ftkluired fo a11�ct by or tor thia other P1;1rly, such·conseol $llaH not be onre-asonably withheld or·ddny«I. Lessot't actt.!al renscnab!e C9Sts and elQ)E!nses: {Jno!uding bu[ l\ot fimff� to arcill(eota', etlom0¥$', engineers' .tlnd 01haf aon.sultantst fees) IncurredIn tho-�t'l&iderel!oHor, or response to," reQuast by t.eU!!CJ for a11yt.essor co!lWI�hicl1,1.dl□9but not1/mlled to consonts to an asefgnmant, a $1.!blellJng *ot* the prosence or use of a Hazardous Sub.$U!l\t.a, shallbepaidby t.aasoo.UPQn recoipt of sn lflVOlco and supporting cto·ciimflnlallon *vm�tor.* f..�s cofl.�ent lO My -&ct, �nment *t;ir* Subletting Ghan not consutulo *an* ackoowfcdgm,;,nl lhl;ll110 Default Qr *at*each by Lessee of !Ills Lease &Xi's.ts. nor shall such <:Onsanl ba doam� *a* wnlwlr Qf i,ny.than e-»::l!ing befauit.or sro,900, mept asmay be Q(/l.,zwlse

;pociliO!!lly stated In writing *�y* lessor al lh• Umo of auch oonsent: Th• f•Buro lo sptlcl/y herein any pa111Qular oondtlion to Le...,ts cons,,11 !!hllll no.t praciudtr the imposition by Lessor at tl1a1/ine of consent of1;1,ch *foi'thur* or other eonditions 8$-a-to thenreasonatile withrefl;lrenoe to!he particular t'(latler for wlllch co1�13nf ill being given. frl lhe .ev!int 1ha1 e!thar PMy d/sagrf)ee wnh *any* delam,lmll!on roods, by th� othet hereun1fer and reasonably request.a lhj, fetlSOl'IS for sveh determl11Btlon. lhe d&tetmin!np prnty shtill fumisl\ !IS reaSQns in wrttfrlg */md* in reasonable data� within 10 busineS5 dayS Jo.flowing such

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37, Guarant(lr,

37,1 Executlol't, Toa Guarantors, ff any, shall sach ex11¢ule fl guartJ,nly In Che form most re�nUy p�1b/ished by !her AIR Commorclal Real

estate A!!SOcialfon.

37,2 Defa:Ult. lt shall C<mslltul� a Oefault cf thQ L'8ssee if ariy Guarantor fulls *or* reftmes. *u1xm* requeit to- provfdo: (Q} -eVKIQOOe *Qf* tho

e�ulion of lhei:1uaranty. ltlc!Udlng the &aulhOr!tY of lM party slgr,ing onGuara1)(or•s behalf to ob!lgato Guarantor, and In lheeaseor a corP01ttte13uar::mtor,

a ccrtifioi:I copy.of *o* �lllt!.011cflls b.'>ard of.dlreetort authorl:rJng the making of sut:h: 9uar�!y. (b) ,;urrerit finonehir 5ti,te-monts, (o) !ill esloppel CM!rn;,pte,

or Cd) writtenconfitmation!hat th�g\1erarity Ii e;l.lllIn effecl.

38, Qui�Po11usalon. SubJDcl to *payment* IJy Lessee *qr* the Renl and perlo!'marroe of au of the «iv011an1s, cottdltb� and ptov!sions on�wee's part fo bBobservo<:t and p-orfQrmea undor lhis!.ease-, Lt;l:$$ee tihall havnquiet possession 9Mquiet en/Qym8tlt (Jf thePremlaes during!he tft'.mt heroor.

:19. Options.. If Lessaei Ja.Qr.mt�j anyopuon, *llU* deffne-d below, \hon!ho fol/owl'�pfOvlsk:ms ehaU appty,

39.1 Co-Onltlon, "Optlon'" ,��nmean: (a) *thtt* right lo Gld.ind or rediJCE"> the taiw of *or* r()nttw this Le-asB or10 extend or redoee too (erm of or renew *ar/y* IMB& that Le.$S(J$ ha.'> on other property of lessor: (b} the tight of frrat ,0ri.ws1 or flrsf offer to teHe elthel' me Proml!�e; Qr other proZ)orty of Lo�or; {�l'theright ttJpurcM11e. lhi, right or firs!:ofrer to purche,;o ot' the.right Qf *t!rst* tefusnl foPvtchase the Premisesor olhsr property of Lewor.

39,2' Options. Par$QIIA1 To Ortglnat 1.(Jis�o-. *Any* Oplion granted to LesSGa In ttil�l,.Q8sg lo ptirt.lln;lT lo tho Ofioin•1.1r Loatioo, end ®11t1ot be assigned *ot* �xi:rcfsed by anyone o!her Ulan sa!ti original Lesseq tindOnly ythlle tila olioinal Lessee lsln fulf poi.session of the Pr�mbles and,If req\umted *by* Let.ilior, wllhL�eO" certifying that LessaB hasno inkm!ion.Qf tlrereaftor es$il)ttlng or SUbt&ltirig.

* 1. M1,dttple OptlQl'4, in1ho avant that Lessee has any1nufUple Oi,Uons to extend or renew thislP�S&,a la!&r Oflllon oannot M. e�ofOO'J urd$SS fhe prior Option$.have bacn*validly* axer�.

3�.4 Eff•ct ¢f Dofault on Options.

* + 1. LO$$e:e 81'1al! hove no right to Oxe<clse sn Option: {Q during� peJfo!l -eommencaig wi!h thO gMl'lg of *any* 1101!0& of Oefaufl and conllnuing until said Defaul! ls cured, {ii) d11rin9 th& *r,eti'Od* or time l-2ny Re-nt ts unpald (W1ll'lout ragard I� wMther noUDG thereof Is given l.er"'5o9), {Ill) during the timo l�Bee is InSreaeh of this L1rai.1l. *Qt* (Iv)In the ievont that f..1'1$$1/!� hasbeen given 3 or more noticei of 86par'1tl) oerau!f, whothor or not1hi,, Oefau!ts *are* curecf, *during* tho 12 month- pariod fmme<fklrefy preoadln11 the l':Xetc:lse of !hrt Opliot'I,

{bl The period *t:if* time wflhl11whkih ftnOption *may* beOxero!s:cd :cha/! not be wctBrnfotf *or* eolDrsoei by reaS011 of Li,s.�•olnub/Uty to- *exarcise* a.rt OpUon bcoause or tho provJs?ons ofPare:gm-ph 39.4(a).

{o) An Opllon ,�!/ �inatP.- .end bn of no fu.rther force or effect, oolw!lhst.an,,;11ng Lij,ooa's due e:nd' llm$1y GXOt,;!$0 of Iha Option, ff, oner ouch (!X&rolsa andplior io the�i;immencement QFUm e.>.tertded t� or comp!ot!on of the purchaS(I. fl}Lemte- *tells* to pa:y Rant *for* a period *of* $0 days after sucl1Rent becomaG dtie (wlllioul anyneoe:isltyeif L�l!!Jor lo�Ivenatlee /J1el'eor),or (Ii) *if* LOMCe ,::oml'f!it& *a* ere:noh*of* ltlh:1lease.

40. Seailrlly Moa,urvs-. l.essl!lil hereby aoknow!Qdg:es l.tiat lhnRont paf?bie to f.Of.$0r Mrevnder does ?xiloci� tM oo5t oFguard $6,vloe- orolher soou,rty mGasutiJ.$, Md toot Leasor shall hl'lve oo.obllge,tlon whDtsaGv�r lQ proVl(l� .$artlf1, lesstle- e�mes all ro;p1;msibfflty for lhe pmtec!lon *of* me

?temises, Lessee, lls agcnls and invitees and thsfr proparty *trcm* the aots of thirdpartras.

4l. Re:sMVatfOoo, Lessor rese:� lha: right: (I) lo gcrnnt, without th& comont *or* jrJIMer of L-»S!.iO,. such ea.somMts, rights and dedications lhst Lessor dttQill'I�!let:es:iiary, (li) ti) causo the t«:otdeUon of parcelmaps an('.( T9Slrioti0ns, and(iJl} lo create and/or lnstaa ni,w ut/llty raceways, so Jong as.�uch easamcnls, rights. dedication(;, m.aos; resfr/ctloni.; ,13ru;I utU!ty rcacawlilye. do not l,lro'Oasonebly O'l!Qtf�m with the use: of the PtemiS8S by Less�. t.esaoe agrees to sign1;1ny documents roawt1ably requesled by L�sorto i;l;ffoc;:lwl& wch righle,

�. Parformi�Undar Prot4,ist , Ir at any time�dispute 1-haK GrtsC ao10�ny.emounlorsvm of money lo bia paid by:0ne Party lO.the:olhsr

�ndar the pf'QViSiOr'IS hsroof, um *Party* agalnat whom !he obffG'allon to pay the money ls assef't,xl shaU hava tha righl to make- \_payment "under protest" and B\Jch paymom *61�011* not ba regarded 1;1e a vofurclefy payment and thtm1. $hotll ;u,1cvlv� lh¢1right 0n (he, part *o(* reld Party to rn,nMe suit *tor* rtcov«try Qf wch

.sum. If *It* !illSU be. edJud'gad that lll&f& w$, no teoal obHgaUon on the port af said *P8rty* to pay :such mim or any part thereof, m-1� Party $ha!! be emltfed *to* recover $UC:h svrn *or* so mu�Ihereol as lt was not legi,.Hy requlrod to P'IY• A P8rlY whp cfo6& not Jn!Ua!� ijuit for !ht? rei.ove,y or tilnns peld "'Linder pro1e!lr within 6 monlhs Wlf ha deemod (O h�vo waived Us right to prCW$t ,moh payml!lnt,

43, Autl1ority; Multiple Partioa; EXl'IOution,

{a) If either P.arfy h�reto las eorporal!On, trust, limited llabillty oompany, p.:irtnershfp, or s/mllEtr entity, each. fndMdUi'JI exeeutmg this Lcasa. on t>e:haff of such eritlty repl'tlsems .and warrants th;;il he or e;heIs dulyauthorized fo sxeouta and dalivar this t.0000 on11$Mhi:lf, Each

*?arty* shall. withfn 30 day$ afterrequest. dAfwqr IQ thoothtJr Party Ml!.$faolol'y ovw,:,"noQ oJ&Jeh nuthorny.

{b) If this Lea�e leomi;.�o.t! b,Ymore than one person or en!l\ya$�Lesseo�, each sm::h person orenh1ystlaB beJolnl!y flnd sovertlUy !fable hereunder. It i..o;; .agreed that any one of !he n1.1mod l,o;seas .shall 00 11uripowered to �ute any emendmenl 10 lhfs Laa�1 er other doovment ancfllary thereto and bind all of the nomed lassees. and Lessor *may* roly on Iha- lfVme aa Ii aU *ot* th<, named LassQes had executed �uch

doctimenL

(o) Thia Leme *may* be emcuted by tho P�rtl�s in counl&r�rts. eaeh of whicl'i .shall be d1uiimM oo orlglnsl e-r'ld eill of which logether shallr.onsUtuts one and *the* same lnstrum.anl.

u, Cattfii<:t.. *Any* cqnmr.:t between tho. printed provl.slon$ or this Lease and the *typewfitl.en* .ot handwrltte,n proviGloM .shan be controlled by the

iypDwl'itt:en:0r handwtltoon proviaie:thB.

*11:;;.* Offor, PraparaUon or tt\ie Lea11e by �mw party or their agent anti submliSiori *of* semo to 1.h(1otMr Party ;halt not bo da(lmod·nn oft'arto, '"'�"' to

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**Um other Party, 'fhls: Lciase ii ttotlnlen�ed tobe binding untU�!'.Idsnd d�!vored by allPa11iE1$ Mn1to,**

**4e, Am\lndm1mts. 'tl'iill Lo,ase may be MOdili'ca *only* In wr/tlng, Signed by the Parties *In* lnterasl al tile timi,, ofthe mOQmca!ion. *.A!;* long as they do**

* **not matedaUy chefiQe'. Lessee's ob1igath:,ns har.eonder, t.&s$1h,. agn1:0s lo m�kei (ll)ch reiasr:ma.ble non-m-?netaiy molflfi�Uoria *to* lhla �ease :as may, be**

**teasonably mqulrad by :i L-ender Inoonnac\lon wtth thtiC>b!alnfng: *al* normal lln&r'1¢ITT9 or re!'il'lam:log f)f tf'le Prootls:l)S,**

*47,* Waivor or Jury Trial. THE PARTIES HoRE8Y ***WIW�*** THl:lR RESPECTNE RIGH'rS TO TRW. SY JURY IN **ANY** ACT/ON OR PROCEF.D!NG INVOLVING THe �ROPeRTY OR **AA/SIN<,** our OF THI$ AGREEMENT.

***4a:* • Arb!1ratlon cf Olsputas. An Addendum requiring th& ArbUtelion of alldisputes betwee11 thePartle$ al'Kf/or erokemarising out or th!$L.ease** □

**fs� 1, ool ·i.\ttachsd tolhls Lease.**

**49, Aceoaiiblllty:Americans: with Ols-:tblli1i&a.Act,**

**{a) • Thi.\ Prembe3-: 0 ha\-e not untlefl}one an !nsP�ctlon by a Certified Aeen.'lS '.9podalist (CASp}, o tlave undergone**

**an ;nspoction by a Certified Act:ass Spia¢iafist (CASp-) aMd it was de1t1rrnine'1 lliPt the Promises *met* P.JI applfcabh;i, tonwuotron.re!atod t'l�bll!jy** '"'"�·"'·Plll'<l\lant {n CaUfomla CMI Code §55.51 O! seq, D *ilaVO* und"'llOM anInspection *by* a Cot1jfiod *Aooess* Spoolalsl (CASp) •n<f It w••detoimlnet! **that vie Prem!sas did flQlm�l�napplicable i;iorwtruoUon-relalcd aocesslb!llty .ffandards pursuanl toCsfifomio Cl-\_iil Code §55,61 et·m:r,**

**{b} Slnoe oompl!anoo With lhG Ammlcatl$ With Olsablrdle& Ar:.t (ADA) Jsi dOPO-ndartl: upor, l.MM!e'• 8p$0lt'/c ulie ot mo Premises, i..essor m211tee no warranty *ot* represenlalion ns to whelrn!r or not tho Premises IXltnply with A.OA or llny 6lmilar !eg!sfatton, 111 the event Iha! f.ei:sea� uso of tho 1'1'Gmiaes requires modltiCO:tlons *or* addition-,, to tlte Pr�misfJ.S" in order to tla In ADA e:omp!Jance, Lesste 111,graes to tt11;skQ a1w S\!Ch necessaiy m9dlfl0&tloM sndfor acfcl:ilians. qt Lessee's. expem;i,,**

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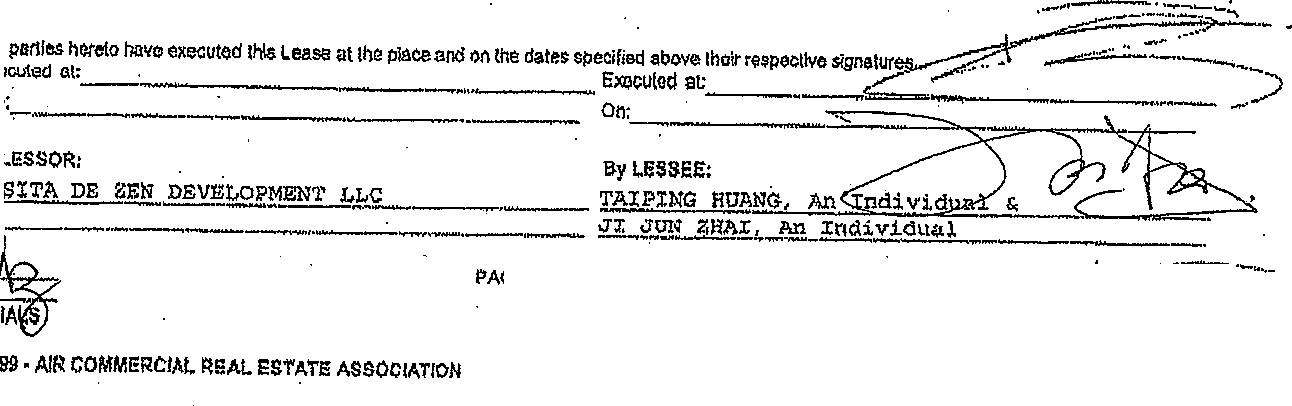
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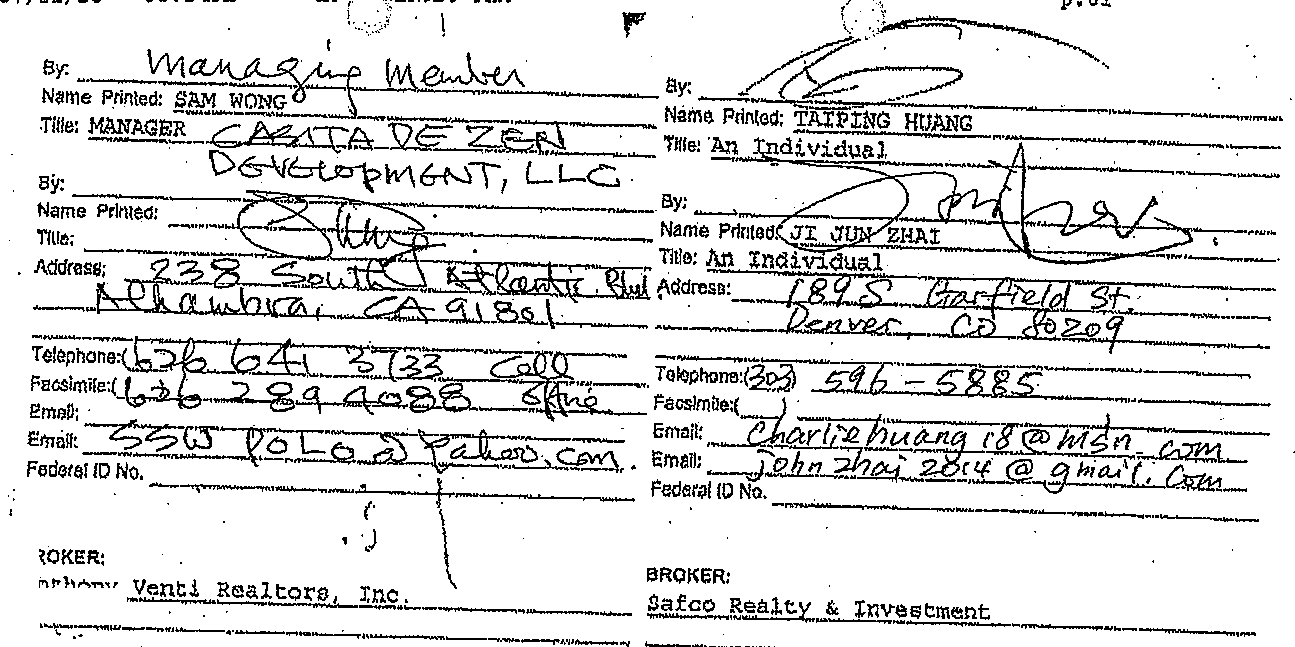
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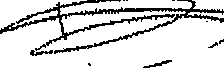
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**Oate:** June 2,;. 201s•

**ADDENDUM**

**By and Between (Lessor)** cAS!!/l...E!...:12!.1:l. DEVBLOl>MSll'l', x.i:.c

**(Lessee)** TAil?Illcl HUl\l'!G, ?!,<l Individual & ar JUN ZHAI. An !n,'.']iv-i<l�«.L�

**Address of Premises:·** 23S w. Main street, suite A, Al.ham!2ra, CA nso1

**P��S�ph ** **\_**

•• **In th$ avsnt of any conflict batween the·provleiorl5 Ot th.ls Addendum end the printed prav.h;iions of the.Lm:lSB, thla Addendum shall control.**

1. *B,tae Rent* lncre"1$e: *Beginning* on *the* \_.37th *month of* the leeieo tor111, *anti* contfr1ulng *on the annivel"$a1-y date each year therlM!fter, the Bei6�* Rental *rate* 6hall *increaeed by three percent* (5%). •

2, 6tor.i�o: *t.:,oeoe* eh<'!II *have nonaxoluelve o,;o of* a 200 ;;quare *foo�e;torage room, ittcluded* in *the Baee rent.*

3, *Tenant* lmprove1r1ontel: . . .

(a) Lo%ec �h,;11 5ubmlt hie fcn.im; *Improvement* plliln 'Che the Loeaor *for approval,* prior *to* eubmittln9 *to the*

City *of* Alhambra.

(I>) *There* shall be *no* a,fotr•"ional *Lessor* al101w:incc toward6 Lc�;,do's fon.>mt *lmprovem.;nts,*

*(c)* Lr,1eor w!II *pi·ovlde:*

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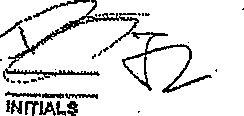
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4, Loa,;e Esooution ...n<l *1.-c"eo* Commoncon,ont: Thl5 Loa"e 6hall *i,e* fully *executed* l>y all partlce Qn *or before* July 2::S, 2015. *The Lcaee Commencemer1t d,;·i:e* ehall b�*the date the LeaGe* is fully *executed.* •

B, City Sub111ittal: wlt;hln 45 after *the execution of* this Le.;is•, *l:e""""* sh;t1II 5ub111it *to* '•h• City *of* Alh,.tt1brn *a*

coniplcite !let *of* Tenimt- Improvement plane;, 8M application·,and pay *all* required Ci•�y foce.

**G. *Re-nt* & NNN Fer:, Co111moncomont: *i.•,;see* shall *commence payment of* tho *Base* Rcn·t:- �tld NNN *fee� on December* 23,2015, or *two* (2) months *aft:cr LeaMc opcna for bue;lneaa,* whlohover le *sooner.*

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7. Option *-.o* Extend: *Provided* that 1:ho Leaaeo le currtn·� wl·�h *all·*rent ,rnd othtr r"ymonte>, an<I le; *not* in

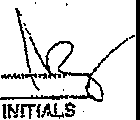
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*e,. Option* to Extcna Not1-ficatlon, *�eeooe* ohall notify Loeoor, In writing, *no* l•e• then nlnuty (90) day,; prior *to*

*the* expiration *of the* term, that he intend" *to* exercle,e *the Option to* Exten,;1,

9. *Option* Term *Base* Rent, *ri,e Baee* Rent, shall lncre<'!ae by three (3%) annu/lllythroughout'J;hl! *Option* 'f,:,rn1.

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CALIFORNIA ASSOCIATION OF REALTORS®

- **ADDENDUM**

(C.A.R. Form ADM, Rev\_ised 4/12) ***No.ONE***

The following terms and conditions are hereby incorporated in and made a part of 1he: 0 Residential Purchase Agreement, D Manufactured Home Purchase Agreement, D Business Purchase Agreement, D Residential Lease or Month-to-Month Rental Agreement, D Vacant Land Purchase Agreement,- Residential Income Property Purchase Agreement, O Commercial Property

□

Purchase Agreement, � Other ***Casita Zen Commercial Leese*** . .

dated *7-:;,,/-::,.,,r.\_r-* , on property known as ***235WMAINStreet unitA***

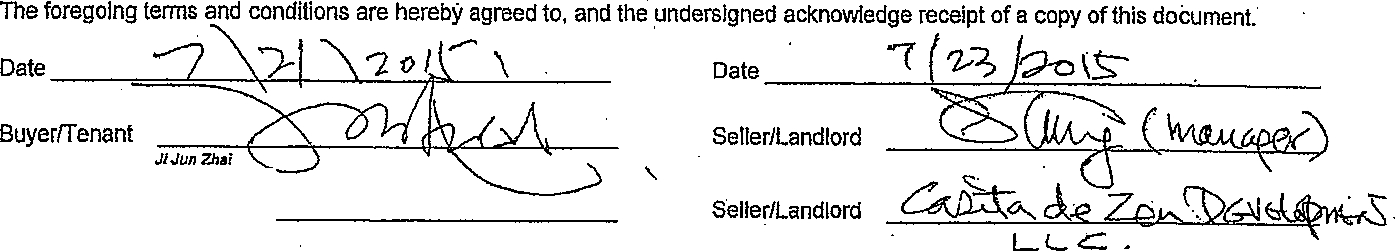
***Alhambra CA 91801***

in which *Ji Jun Zhai. Ta/ping Huang-* is referred to as ('Buyer/Tenant·�

and =7"C=c-====�===�����===---� is referred to as ("Seller/Landlord").

*RENT* & *NNN COMMENCEMENT SHALL* BE*ON ,IA/Ill/ARY 23 2016 DR TWO* ell *MONTHS AFTER LESSEE OPENS* FOR

***BUSINESS. WHICHEVER* IS *SOONER.*** 1



Buyer/Tenant

*Tatplng Hu11ng*

The copyright.li!W$ of the Un!led States (TIile 17 U.S. Code) forbid the unaulhortzed reproduction of this foJTTI, or any portion.thereof, by photocopy machine or any o!her means, lnciudlng faC3lm!le or compulerlz.eti formats. Copyright@ 1986-2012, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.

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*asubsidiary of!he C8/ffamf11 Assoc!IItfan of REALTORS®*

" 525 South VirgilAvenue, Los Angeles, Ca�fomia 90020 L'.R:•:"':":'°'.'."'.:.==:::D:a:•=====-

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ADDENDUM (ADM PAGE 1 OF 1)

Sarto Realty & Jnvutme11t,l38S Atlaalk Blvd Alhaml>r11, CA!)JBOJ Phorte: {ll26)641-3U6 Fax: (323J 478-2678 Ci:sit11#B

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**ADDENDUM**

(C.A.R. Form AOM, Rev/oed 4/12)

The following terms Md condition• are h•r�by Incorporated In and mad• a part of Iha: 0 Residential Purchase Al)reemen� 0 Manufactured Home Purohaso Agreement. 0 Business Purohase Agreement, 0 Residential Lease or Month"to•MM!h Ronlal Agreemen, 0 vacant Land Pun:hase Agreement, O Resldenllal Income Property Purohase Agreement, D Commercial Property

Purchase Agreement, �Other *Cgsits Z€n* Co.!!!!!!2!E!!f..el.e!!•!Ji•!Jl...----------------,,-----

�----------•on property known as *235 WMAIN Street*• *unH* A

-------------·· *Alhambra, CA 91801* •

*In* which *JI Jut!fh?I, Ta/ping Huanq,* is Mforted.1o as rsuyer/fenant") and • /' ffi · .��--"-===·-l•IBferradloa•f'SellWLandlord").

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Seller/Landlord

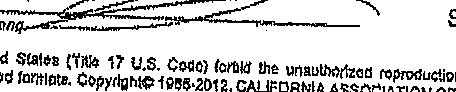


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ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this·"Assignment") is made effective as of the 2.3,-J. day of *�c,-.e,,,,,\_* 6=" , 2017, by and between

CRITICAL QUALITY MANAGEMENT CORP., a California corporation ("Critical Corp"), JONATHAN Y.H. WU ("Wu"), .and Mattlorna Group, LCC, a California • limited liability company (the "Company") (collectively "Assignor"), and CHARLIE

•• HUANG RESTAURANT CONCEPT 7 INC., -a Colorado corporation C'Assignce"). Assignor and Assignee are sometimes hereinafter collectively referred to as the **"Parties,,.** •

RECITALS

1. W)l.ereas, *Tai* Ping Huang ("Huang") and Ji Jun Zhal **("Zhal''),** as sellers, and Critical Corp, as purchaser, are parties to that certain LLC Membership Interest Purchase Agreement dated October 31, 2016 (the "Purchase Agreement'), whereby the same date (the "Closing Date") Critical Corp purchased one hundred percent (100%) of the membership interests of the Company \_and that certain business operation connnonly known as the Mattloma Cafe (the **"Cafe"),** located at certain premises commonly known as 235 West Main Street, Suite A, Alhambra, California 91801 (the **''Premisesh).**

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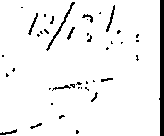
1. Whereas, pursuant to the Purchase Agreement, on the Closing Date Huang and Zhai, collectively and individually as tenants, assigned to the Company all of their right, title and interest in and to that ce1tain Standard Indµstrial/Commercial Multi-Tenant Lease - Net, dated July 6,.2015 (the "Lease"), concerning the Premises between Casita . De Zen Development LLC, a California limited 'liability company ("Casita), as the original landlord, and Huang and Zhai as tenants.
2. . Whereas, on the Closing Date, th\_e Company and Wn assumed all obligations.and liabilities under the Lease. •
3. Where.as, on or apout June 30, 2017, Cas1ta De Zen Development LLC .

* sold, conveyed, transfen-ed and assigned all of its rights, title and interest in and to the Premises and the Lease to Terrace View Properties LLC, a California limited liability company , as the current landlord **("Landlord").** .

1. Whereas, Assignor now desires to assign, transfer and convey to Assignee all of Assignor's right, title and interest.under tlte Lesse to Assignee.. •• •

NOW, THEREFORE, in. consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows: •

* 1. Assignor hereby assigns unto As.signee, all of the right, title and interest of



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. Assignor.in and to the Lease.

TO HAVE AND TO HOLD, the same w,to Assignee, its successors and assigns, from and after the date hereof, subject to the terms, covenants·and conditions of the Lease.

* 1. Assignee hereby·assumes the performance of all of the obligations of the Assignor under the Lease to be first peifom1ed from and after the date hereof as to each and evel'y term, condition, and obligation set forth in the Lease and all amendments, modifications, and extensions thereof as if Assignee signed, executed, and delivered the

·Lease and any amendments, modifications, and extensions thereof in Assignee's own name and on Assignee's own behalf, except Assignee does not as•ume any obligations or liabilities under the Lease accruing prior to the date hereof, which obligations or liabilities shall be retained by Assignor. •

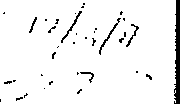
* + 3. AJJ.y rental and other payments under the Lease shlill be prorated between the parties as agreed to by Assignor and Assignee as of the date hereof. •

1. Assignor shall defend, indemnify and hold harmless the Assignee against and from any and all liability to the Landlord for any default by Assignor in performing its obligations under the provisions of the Lease occuning prior to the date hereof, and shall defend, indemnify and hold harmless . Assignee against" and from any and all **liabilities, losses� obligations, damages� costs, taxes1 expeilses, including attorneys' fees** and costs, in.connection wi\_th the Lease, Premises and Cafe relating to the time period prior to the date hereof.
2. Assignee shall defend, indemnify and hold harmless the Assignor against and from any and all liability to the Landlord for any default by the Assignee in performing its obligations under the provisions of the Lease occwring from and after the date hereof. •
3. In the event of any dispute between Assignor and Assignee arising out of the obligations of Assignor or Assignee under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of such dispute, including, without limitation, reasonable attorneys fees and costs. Any such attorneys fees and other expenses incurred by either party in enforcing a judgmeht in its favor under this Assignment shall be

recoverable separately from and in addition to any other amount included in such judgment, and such attorneys fees obligation is intended to be severable -from the other provisions of this Assignment and to survive and not be merged into anysuch judgment.

1. This assignment shall be governed by, and construed in accordance with, the laws of the State of California.
2. This Assignment shall be binding on and inure to the benefit of the parties

hereto, their heirs, �xecutors) administrators, successors in interest ?Jld assi�s.

****

1. . . This Assigrunent may be executed in separate counterparts, which, together, shall constitute one and the same fully executed Assignment.

1N WITNESS WHEREO!', this Assignment !,as been duly executed to be effective as of the date first above written. •

ASSIGNOR:

MATTLORN:::::l

By: ***J)*** .*\**

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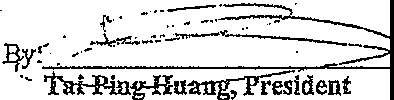
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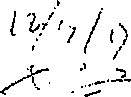
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.ASSIGNEE:

CHARI.ill HUANG RESTAURANT CONCEPT 7 INC.





### n

CONSENT TO ASSIGNMENT

Lessor hereby eonsents to the above assignment, but does not thereby waive any of its right under said LEASE or any extension thereof; as to the LEASE or as to any assignor or assignee.

Lessor's consent is also conditional upon the following:

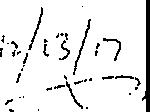
1. Tai Ping Huang, as President of Assignee, executing a personal Guaranty to Lessor in a format approved by counsel for Lessor..
2. .Assignee and Tai Ping Huang executing an Indemnity Agreement in favor of Lessor as to alterations, if any to the premises, as loany action, demand, claim or requirement of any kind whatsoever by the City of Alhambra to the extend such result from the alterations to the premises. The Indemnity Agreement shall be in a format approved by counsel for Lessor
3. Assignee and current Lessee of the adjoining premises, on occasion referenced as UnitB signing an agreement as to joint use of the trash area and bins

•• between the premises referenced herein and Unit B. The format of the Agreement to be approved by counsel for Lessor.

TERR.4,.CE VIEW PROPERTIES LLC

By: c Qi Ding

ChiefExecutive Officer



, f\lRI '

GUARANTY OF LEASE

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INDEMNITY AGREEMENT

THIS INDEMNITY AUREEMENT is made effoctivc as of the 23rd day of November,

2U I 7. b) c·Jmrlic Hoang Rcstaunmt Concept 7 Inc., a Colorado corporation ("Concept 7")

,md Tai Ping Huang, an individual ('•Huang") in foyor of Terrace View Properties LLC•. u t'alilixnin limiti.:d liabi!ily company (''Lcssot»).

RECITALS

.-\. l.cssor is the owner of certain rcril property co111111011Jy known as 235· West Main Street, Suite A, :\lha111hrn, California 9180 I(The **"Premises''),** •

It Pursuant to ,111 :\:-isignmcnt and AHsumption of· Letise dated .[)i;cembi.::r \, 2017 (lh�

·'.\};};igumcnt='). C't111ci.::pl 7 is the l.essCe in possessioi1 or Lhe Pr\_emiscs ·u11de1· that certain

'-it.irn.h.ird l nc.h1st1·iul/l·n111111l!'rcit1J Mttlti•Tcnanl Lease - Net, dfltecl July 6, 2015 (theuLcasc'1).

C. Prior lo Concept 7 becoming the curi-ent Lessee under the Lease pursuant lo the·

As!>ignrnenl.. previous Lt.:-Ssci.: or occupanlS uuder lhe previous Lessee mny lwvc.:: Construct�

,1l11.•1::1Lion� (theuAltcr.:1tions1�) to the Premises and Certain. space immcdiutely adjacent thct'eto

,d1hm1l 'oblci'i11llig applicable. govcrmnen'l�i! approvals and permits from lhe City of Alhmnbru

I the '"Cily"').

IJ. ,\s a conclition to approval Or the Assignment. LutiSOr requires that ('onc!..!pl 7 �tnd Huang indemnify ·1...::ssur lilt any and nil liubili\_ty, actions.· <.lemands� clillms. fossl!.s. Cxii�n1-1es und 1\:...1ui1\�m":111� of :.Ill) kind arbing out of 01: in any \vay Stemming from lhe Alterations.

AGRlmMENT

For gom.1 anJ vuluubl� consideration. the receipt and i::tdcquacy of which urc hc·rcby

:lL'knowlcdgcd. C'onct!rt 7 and Huang ngl'cc as follows:

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,md l.!,'\p-:nse�. im:IL1ding i.llto1·11cys foes nnd cou1'l costs. tl�al Lcss0t\ its .successor� or ussign:-;. or w1� of them. nrny incur or suslain as a result of any and nil claims, actions. causes of uction.

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·rhb Jndemnity Agrecmenl shall he- binding upo11 iii! succcsso1;s and assigns ofConc�pt 7 und

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Cl I.\RLIE Bl/ANG RESTAURANT CONCEPT 7 INC ..

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TRASI-J AR!cA JOINT US!c AGREEMENT

TIIIS TRASH AREA JOINT USE AGREEMENT (this "Agrecmc11t") is made effective us or thi.: �.\rd dny ol" Novcmbl!r. 2017. by Charlie l�uung Restaurant (onccpt 7 Inc,� a t 'olor,1d11 L"t1q,nr,llio11 ('"Concept *1�,)* and :\vi:ry Yunjuan Wang und Shihui Zhang. in<lidduals dbn " E:irlh Kitchi..�ll - { ·rnn Your Fast! lolpotll, r�1101 Pot").

RKCITALS

*.I\.·* Pmswml to a Leas� dtitcd July 6, 2015, with Tcrrncc ·view properties LLC.

r·Ll•s:rnr..}. Concept 7 is thr.: Lessee in possl.!sshm or certain real properly commonly.known as

�l) \\\.'!-ii !\.fain Stn.::c(. Suite A. Alhambra, California 9 I 80 \("Unit An).·

1. Pul'suanl to !:I Lease dut0d June *6,* 20l6 with Lessor. llot Pot is the Lt::ssce in po:rnession ol" cl!-l'li1il1 r\:nl proper{y commonly known as 235 Wesl Main Stred, Suitt.! B, Alhambra, C'uli!hmiu 9 I 801 !"Lin.it B").
2. • <·unccpt 7 und I lot Pot jointly slwrc the use or an a,ijaccnt common urea located between l 1nit *:\* and I Init B for purtfos�s o/' the storug� of t1·ash nm.I the use or trash. contuine.rs and bins lo�atcd lhl'l'ein {colk·cti\'dy the '1Tr:1sh Arca and Bins").
3. ·1 l!S�l11'n..•.quil'cs thut Concept 7 and Hot Pot memorialize their og.rl!ement ctmceming their riµhL lll\_inintl� u:-,i: th1...• Th1sh Aren uncj Bins during lhe lt.!rm of their rnspcctivc leases.

AGRimMENT

For good and valuable cons.idcration, the receipt. und adeqL1acy *q("* which a·n: h�rcby

t1ckn1.1wlt:dµcd. Concept 7 and I-lot Pol ugrce as follows:

* 1. ( 'om:cpt 7 and 1 lot Pot herd�)' rn.:know!cdgc and ugrc� tlrnt cal:ih or lh!!m, thdr suc.:(;csSors

�md nssign:,;. shall ha\� the non-exclusive l'ighl and privi!,:ge lo use lhe Trush .'\rcu nnd Bins as

nW) b1..• l'L';1sonub!t.: uml ncci.:s�mry ror the Hmited pmposc of the disposal and storage of' Hash.

., I csscL·s srccificc1!!y agree thal m1y disputes as bct\-vecn Lessees as to the trash .arcn shi1/I h.: J\.'solvl!d solcly us belwl.!cn. Lessees. Les81.!!.:lS s\_hall share all costs nnc.l expl!nses or the trnsh ilrca including hul not limilcd Lo real prnpcrty taxes. insurance, repair and maintenance and all (' \'.'\I clwrg.es or thtd1· rc:;pcctivc !cases. The current allocatiqn of CAM will remain the same (()fi.671111 fi.ir Hot Po! and :B.3311,;1 lbr Concept 7) and will apply to the trash Se1i1ice fees lbr the Trpsh ,-\rcu.

* + - 1. Less�1.;s shall indcnrniJY �nd hold l1armless Lesso!' from and ag:.linst any nnd nl! cltiims

ari:-:ing lhrnl uny coi\_Hcntions. claims. disputes. uctions or causes of<1ction with regard to the trash

:1ri:i.l. whethi.!r us bl.!l\.\ecn Ll!!i�ccs. or nny otlwr\_penmn or parties including the City of Alhambra:

111 cust: m1: ndion t)J' proc.:i;:c:Jing be brought .igainst Lessor by remmn or nny such claims. r...·ontt.!1Hions or disptllr...·s. Lc:-;sue upon notice frn-i11 Lessor shnlJ delC::nd the same ut Lessee's• i.:xpi.:nsc: by cmmscl �<1tisfactory lo Lessor.

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**•I. l.csscr.;s muy enter into any ngn::cmenl m; bctwccn thems!.!l ves fol· joint use of the trash ur�a pi'tn-ic.kd �uch <igrcemenl is approved in writing by l..1.:-s!-ior and su�jcct to the next pa\_rngruph.**

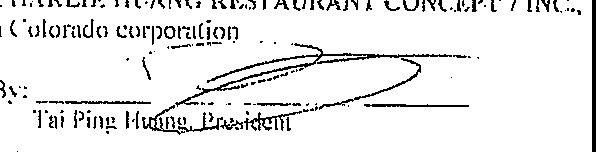
o. LESSOR RESERVES THE R!GIIT TO AMFND EACH l.ESSEE'S LEASE AS TO

**l! u� TR/\SI I AR.FA. ln lhe event or any dispt1le between Lcss<.!cs or any third pntty ns to use ()f 1!11..· lmsh .un.:;;1. which dispute is not resolvl:'.d in a time deemed reasonable by Lt.!:;:sor, I.A!�sor** resencs the right BllT NOT THE OBLIGATION to amend each Lessee's lease so us to provide **f'or scpmu{L' lrnsh meas out of the joint trash areu with any costs In connection with such unH.•ndmcn! including nny construction costs !iln)li be payable joinllY und s0vcrally by lhe**

**l.t.:!'i:iCC:,i,**

**6. Thi� ,.\gi:ccmt.:nl shall be binding U[>on nil successors and assigns of Conc(!pl 7 and Hqt PnL**

l'NIT A



!':\IT B

l'arlh Kitchen- Crnl"i Your f'ust l lotpol

lli :

**:\\�r., YunJlmn V.,'i1n°g** Shihai Zhang

A<'K:'iOWl.l-'.DGIW AND ACCEPTIW: TERRACE vrnw PROl'ERT!ES LLC

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**Puge 2 or:z**