

State of Arizona
Department of Liquor Licenses and Control

Created 11/07/2025 @ 10:42:04 AM

Local Governing Body Report

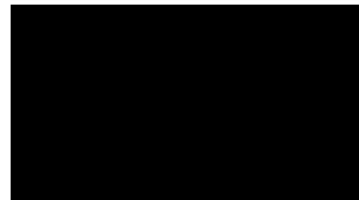
LICENSE

Number:		Type:	012 RESTAURANT
Name:	SANTO AGAVE		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	9832 W NORTHERN AVENUE #B110 & #B120 PEORIA, AZ 85345 USA		
Mailing Address:	9832 W NORTHERN AVENUE #B110 & #B120 PEORIA, AZ 85345 USA		
Phone:	(424)386-1695		
Alt. Phone:			
Email:	ADMIN@ELSANTOAGAVE.COM		

AGENT

Name:	JAIME DAMIAN RANGEL-CEJA
Gender:	Male
Correspondence Address:	9832 W NORTHERN AVENUE #B110 & #B120 PEORIA, AZ 85345 USA
Phone:	(424)386-1695
Alt. Phone:	
Email:	ADMIN@ELSANTOAGAVE.COM

OWNER



Name: SANTO AGAVE PARK WEST LLC
 Contact Name: JAIME RANGEL
 Type: LIMITED LIABILITY COMPANY
 AZ CC File Number: State of Incorporation:
 Incorporation Date:
 Correspondence Address: 9832 W NORTHERN AVENUE
 #B110 & #B120
 PEORIA, AZ 85345
 USA
 Phone: (424)386-1695
 Alt. Phone:
 Email: ADMIN@ELSANTOAGAVE.COM

Officers / Stockholders

Name:	Title:	% Interest:
SANTO AGAVE LLC	Member	70.00
PATRICIA CEJA DE RANGEL	Member	30.00

SANTO AGAVE PARK WEST LLC - Member

Name: PATRICIA CEJA DE RANGEL
 Gender: Female
 Correspondence Address: 1950 W SR 89A
 SEDONA, AZ 86336
 USA
 Phone: (970)560-0506
 Alt. Phone:
 Email: PJRC213@MSN.COM

SANTO AGAVE PARK WEST LLC - Member

Name: SANTO AGAVE LLC
 Contact Name: JAIME RANGEL
 Type: LIMITED LIABILITY COMPANY
 AZ CC File Number: 23544635 State of Incorporation: AZ
 Incorporation Date:
 Correspondence Address: 9832 W NORTHERN AVENUE
 #B110 & #B120
 PEORIA, AZ 85345
 USA
 Phone: (424)386-1695
 Alt. Phone:
 Email: ADMIN@ELSANTOAGAVE.COM

SANTO AGAVE LLC - Member

Name: JAIME DAMIAN RANGEL-CEJA
 Gender: Male
 Correspondence Address: 9832 W NORTHERN AVENUE
 #B110 & #B120
 PEORIA, AZ 85345
 USA
 Phone: (424)386-1695
 Alt. Phone:
 Email: ADMIN@ELSANTOAGAVE.COM

APPLICATION INFORMATION

Application Number: 357638
Application Type: New Application
Created Date: 08/18/2025

QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
~~No~~ Yes
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
Property Tenant
- 3) Is there a penalty if lease is not fulfilled?
No
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
No loans.
- 6) Are there walk-up or drive-through windows on the premises?
No
- 7) Does the establishment have a patio?
Yes
Is the patio contiguous or non-contiguous (within 30 feet)?
Yes
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
11/1/2025
- 9) What type of business will this license be used for?
Restaurant and bar

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
DIAGRAM/FLOOR PLAN	Screenshot 2025-08-18 at 11.17.20 AM.png	08/21/2025
MENU	Santo Agave menu.pdf	08/21/2025
RESTAURANT OPERATION PLAN	Santo Agave deck- 2.pdf	08/21/2025
RECORDS REQUIRED FOR AUDIT	aud_requiredrecords_notary copy.pdf	09/24/2025
QUESTIONNAIRE	lic_questionnaire_access copy 2.pdf	10/03/2025
	PW - Santo Agave - Liquor License Letter 10-16-25.pdf	10/28/2025

jalapenos SA full lease. .pdf	10/28/2025
PW - Jalapeno Inferno Santo Agave - Amendment and Assignment.pdf	10/28/2025
AMENDMENT TO OPERATING AGREEMENT.pdf	10/28/2025
Santo Agave parke west amendement percentagess ..pdf	10/28/2025
Diagrama de cocina.pdf	10/28/2025
Santo Agave deck- 2.pdf	10/28/2025
santo25_39817665_20251027131757_le arn2servefoodprotectionmanagercertific ationexamwithonlineproctor.pdf	10/28/2025
2020-10-20 EIN Letter - Santo Agave Inc. CP575Notice_1603208985715.pdf	10/28/2025
Articles of Incorporation - General Stock.pdf	10/28/2025
Arts of Org ACC Approval Notification (Santo Agave, LLC).pdf	10/28/2025
Arts of Org_FILED.pdf	10/28/2025
SANTO AGAVE MENU SPINE SCOTTSDALE 24' english.pdf	10/28/2025
PARK WESST FLOOR PLAN .png	10/28/2025
Screenshot 2025-08-25 at 9.08.52 PM.png	10/28/2025
prices.png	10/28/2025
learn2serve_arizona_off_premises_title_ 4_basic_training_and_certification_exa m.pdf	10/28/2025

State of Arizona
Department of Liquor Licenses and Control

Created 11/07/2025 @ 10:42:25 AM

Local Governing Body Report

LICENSE

Number:	INP070035804	Type:	INP INTERIM PERMIT
Name:	SANTO AGAVE		
State:	Active		
Issue Date:	11/07/2025	Expiration Date:	02/04/2026
Original Issue Date:	11/07/2025		
Location:	9832 W NORTHERN AVENUE #B110 & #B120 PEORIA, AZ 85345 USA		
Mailing Address:	9832 W NORTHERN AVENUE #B110 & #B120 PEORIA, AZ 85345 USA		
Phone:	(424)386-1695		
Alt. Phone:			
Email:	ADMIN@ELSANTOAGAVE.COM		

AGENT

Name:	JAIME DAMIAN RANGEL-CEJA
Gender:	Male
Correspondence Address:	9832 W NORTHERN AVENUE #B110 & #B120 PEORIA, AZ 85345 USA
Phone:	(424)386-1695
Alt. Phone:	
Email:	ADMIN@ELSANTOAGAVE.COM

OWNER

Name: SANTO AGAVE PARK WEST LLC
Contact Name: JAIME RANGEL
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 9832 W NORTHERN AVENUE
#B110 & #B120
PEORIA, AZ 85345
USA
Phone: (424)386-1695
Alt. Phone:
Email: ADMIN@ELSANTOAGAVE.COM

Officers / Stockholders

Name:	Title:	% Interest:
SANTO AGAVE LLC	Member	70.00
PATRICIA CEJA DE RANGEL	Member	30.00

SANTO AGAVE PARK WEST LLC - Member

Name: PATRICIA CEJA DE RANGEL
Gender: Female
Correspondence Address: 1950 W SR 89A
SEDONA, AZ 86336
USA
Phone: (970)560-0506
Alt. Phone:
Email: PJRC213@MSN.COM

SANTO AGAVE PARK WEST LLC - Member

Name: SANTO AGAVE LLC
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SANTO AGAVE LLC - Member

Name: JAIME DAMIAN RANGEL-CEJA
Gender: Male
Correspondence Address: 9832 W NORTHERN AVENUE
#B110 & #B120
PEORIA, AZ 85345
USA
Phone: (424)386-1695
Alt. Phone:
Email: ADMIN@ELSANTOAGAVE.COM

APPLICATION INFORMATION

Application Number: 367009
Application Type: New Application
Created Date: 11/03/2025



QUESTIONS & ANSWERS

INP Interim Permit

- 1) Enter License Number currently at location
012070009955
- 2) Is the license currently in use?
Yes
- 3) Submit the interim permit section of the license series application you are applying for when you reach the upload page.
Yes
A Document of type INTERIM NOTARY PAGE is required.

2. List any individual or entity that owns interest of 10% or more, and/or has control, if the owner/member listed below owns another entity, **MUST** attach a statement which includes the liquor license number involved.

Name	Title	%Owned	Complete Mailing Address

(Attach additional sheet if necessary)

SECTION 6 - Interim Permit

See attached

- 1. Current license number at the location: 012070009955 Is the license currently in use? Yes No
- 2. If **NOT** currently in use, how long has it been since the license was last used at this location? _____

Current Licensee Name: _____ **Signature:** _____

State of _____

County of _____

Signed before me on this _____ day of _____, 20_____

Notary Signature _____

My commission expires on _____ day of _____, 20_____

Notary Seal

SECTION 7 - Location

- 1. I am the: **Owner**
- Tenant:** a person who holds the lease of a property; a lessee.
- Subtenant:** a person who rents property from a tenant of the property.
- Purchaser:** attach purchasing agreement.
- Management Company:** attach management agreement.

2. If you are a tenant, subtenant, purchaser, or management company enter information below:

Name: _____
 (Lessor, Broker, Management Co)
 Address: _____

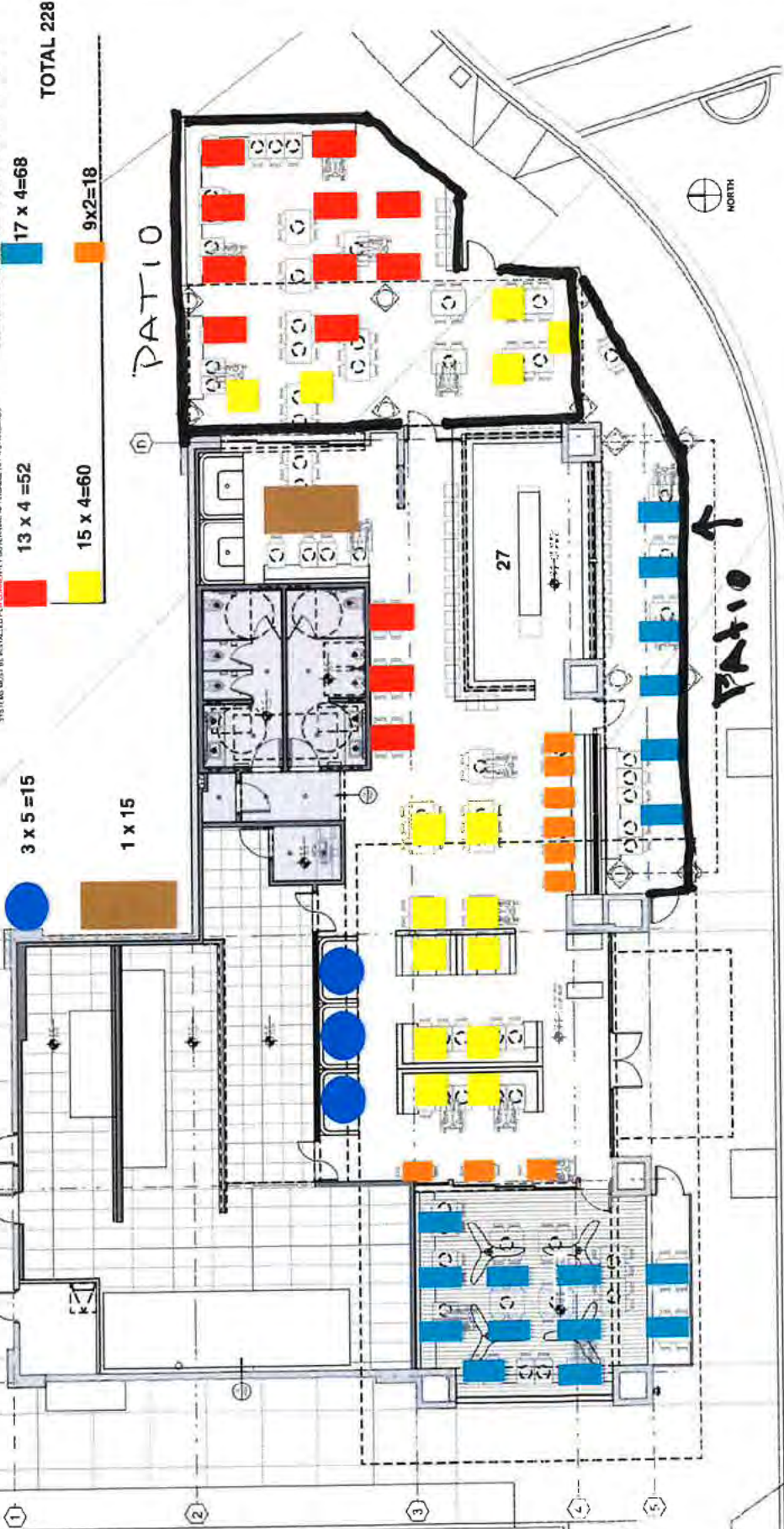
Street
City
State
Zip

3. What is the penalty for tenant/sub-tenant if the lease is not fulfilled? \$ _____

4. Does any spirituous liquor manufacturer, wholesaler, or employee have an interest in your business?
 Yes, if yes, attach explanation No

THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AND SHALL BE RESPONSIBLE FOR ANY DISCREPANCIES THAT MAY OCCUR. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AND SHALL BE RESPONSIBLE FOR ANY DISCREPANCIES THAT MAY OCCUR. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AND SHALL BE RESPONSIBLE FOR ANY DISCREPANCIES THAT MAY OCCUR.

SEATING FLOOR PLAN



REFLECTED CEILING PLAN

Total Building SQFT 47,000
 Total Patio SQFT 1,500
 Total Building SQFT > 6,200 SQFT

DATE: 01.15.2024



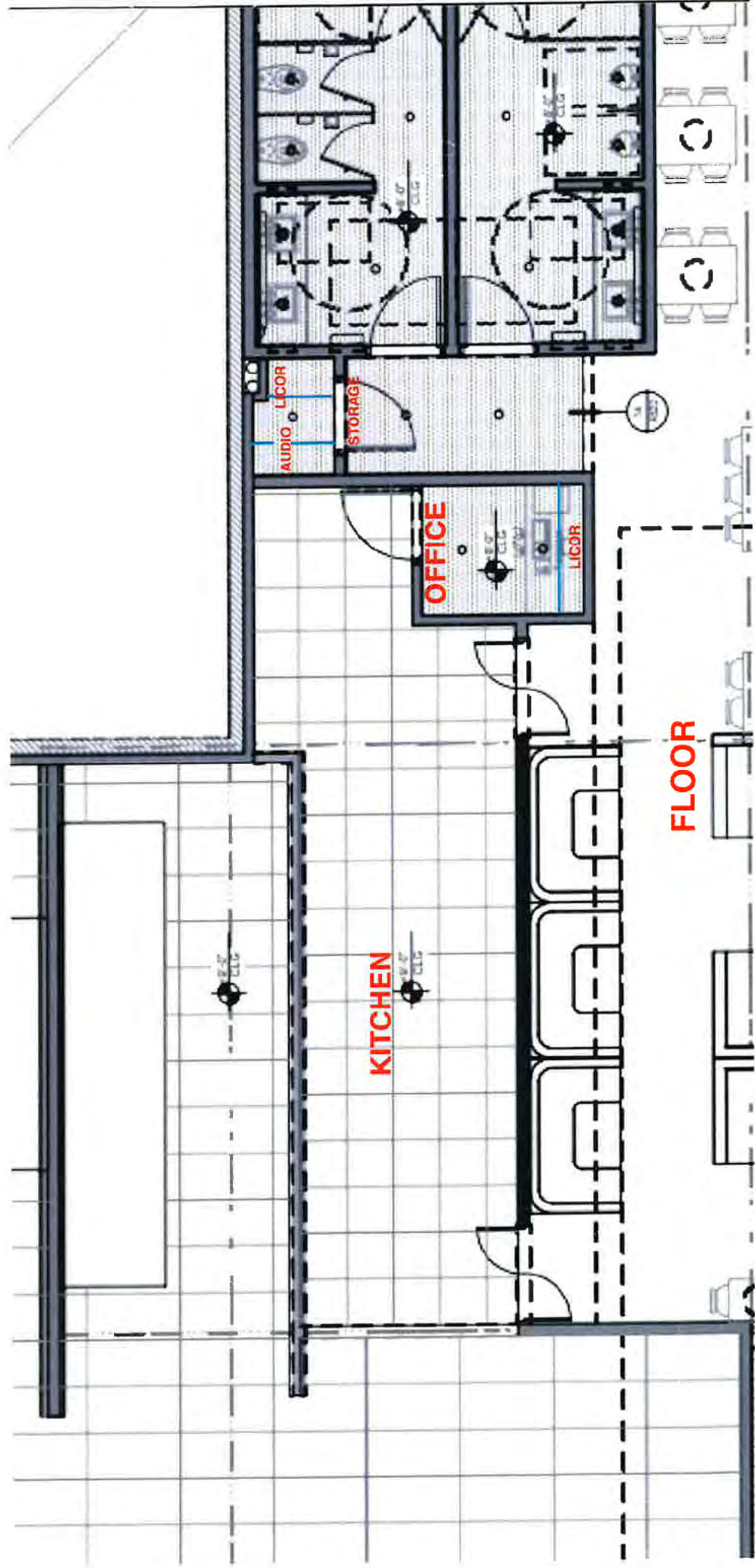
PROJECT NO. 2024-001
 DATE: 01/15/2024
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT: [Name]
 SHEET: [Name]

PEORIA, ARIZONA
 100 N. CENTRAL AVENUE
 SUITE 100
 PEORIA, ARIZONA 85601

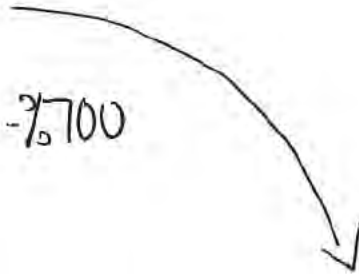
A130
 REFLECTED
 SEE 001 PLAN

01.15.2024

25 10 28 Lic. Dept PM 3:10



Santo Agave inc 70%
member Jaime D Rangel-ceja - 7000



Santo Agave
Park West LLC

Patricia Rangel 30%
member





CIRE EQUITY

25 10 28 Liq. Dept PH 3:10

530 B. Street. Suite 2050 | San Diego, CA 92101

October 16, 2025

Arizona Department of Liquor Licenses & Control
800 W. Washington, 5th Floor
Phoenix, AZ 95007

**Re: Change of Tenancy – Premises Located at 9832 W Northern Ave, Suites B110 and B 120,
Peoria, Arizona 85345**

To Whom It May Concern,

Please be advised that Inferno Concepts, LLC, doing business as Jalapeno Inferno, ceased occupancy of the premises located at 9832 W Northern Ave, Suites B110 and B120, Peoria, Arizona 85345 (the "Premises") on August 1, 2025. During its tenancy at the Premises, Jalapeno Inferno held a liquor license with the following information:


Liquor License No: 012070009955
Name: Laura Craig
Phone Number: 480-419-1323

Santo Agave Park West LLC ("Tenant") assumed possession of the Premises on August 4, 2025 and is now the lawful tenant under the terms of the Lease dated February 14, 2019 (the "Lease"), between Park West WFB, LLC ("Landlord") and Tenant. Tenant is authorized by Landlord to serve alcoholic beverages at the Premises (including the patio) in accordance with all applicable laws and the terms of the Lease.

Should you require any additional documentation or have further questions, please do not hesitate to contact us.

Sincerely,

Park West WFB, LLC,
a Delaware limited liability company

By: 
Name: ~~XXXXXXXXXX~~
Its: Authorized Representative

25 10 28 Lique. Dept PM 3:10

LEASE

THIS LEASE is made and entered into by Landlord and Tenant as of the date set forth in Article 1.

ARTICLE 1 SUMMARY OF CERTAIN BASIC LEASE PROVISIONS AND DEFINITIONS

The following is a summary of certain basic Lease provisions and definitions constituting a part of this Lease. If provisions of this Article 1 conflict with the balance of this Lease, the balance of this Lease governs.

- 1.1 Effective Date: ~~January 25~~ February 6, 2019
- 1.2 Landlord: Park West Retail I, LLC, a California limited liability company
- 1.3 Tenant: Inferno Concepts, LLC, an Arizona limited liability company
- 1.4 Tenant's Trade Name: Jalapeno Inferno (Article 11)
- 1.5 Shopping Center: The parcel of real estate located at N.E.C. of North 99th Avenue and West Northern Avenue, located in the City of Peoria, County of Maricopa, State of Arizona, as approximately shown on Exhibit A, and legally described on Exhibit A-1. (Article 2)
- 1.6 Premises: Suite B110 & B120 of a building 9832 W Northern (the "Building") constructed or to be constructed in the Shopping Center as approximately shown on Exhibit B. (Article 3)
- 1.7 Rentable Area: 4,736 square feet (Para. 3.3)
- 1.8 Term: One hundred twenty (120) full calendar months, plus the remainder of the partial calendar month, if any, in which the Term commences (Article 4)
- 1.9 Minimum Monthly Rent (initially): \$14,208.00 (\$36.00 per square foot of Rentable Area per annum) (Article 5)
- 1.10 Security Deposit: \$0.00 (Article 7)
- 1.11 Percentage Rent: Beginning in calendar year 2020, for each calendar year of the Term (including any partial calendar year) Tenant shall pay Percentage Rent equal to four percent (4%) of the amount by which Gross Sales for the calendar year exceeds the Breakpoint. As used herein, "Breakpoint" means an amount equal to the quotient obtained by dividing the aggregate Minimum Monthly Rent payable in each applicable calendar year (or partial calendar year), by four percent (4%). For example, if in calendar year 2021 the aggregate Minimum Monthly Rent is \$170,496, the Breakpoint is \$4,262,400 (\$170,496 divided by .04). If Gross Sales for the same calendar year are \$4,500,000, Percentage Rent of \$9,504 would be due (\$4,500,000 - \$4,262,400 = \$237,600 x 4% = \$9,504). For any partial calendar year, the Breakpoint shall be equal to the aggregate Minimum Monthly Rent paid in such partial calendar year. Percentage Rent is payable in accordance with Paragraph 6.5. (Article 6)
- 1.12 Permitted Use of Premises: Restaurant serving Mexican food and related and ancillary food items and services for dine-in, take out and catering. (Article 11)
- 1.13 Intentionally Omitted.
- 1.14 Guarantors: Terry Craig and Laura Craig, husband and wife (Para. 32.13)
- 1.15 Broker(s): The Corritore Company (representing Landlord) (Article 29)
- 1.16 Landlord's Addresses: Park West Retail I, LLC (Para. 5.1)
c/o CIRE Equity (Para. 32.1)
530 B Street, Suite 2050
San Diego, California 92101
Attention: Alexis Volen
Email: notices@cireequity.com

With Copy of Notices to:

Cire Equity
530 B Street, Suite 2050
San Diego, California 92101
Attention: Alexis Volen

and

Tamashiro Law Office
21515 Hawthorne Blvd, Suite 1050
Torrance, CA 90503
Attention: Jason Tamashiro
Telephone: (310) 316-9400
Email: jason@tamashirolaw.com

For Payments:

Via Wire Transfer

Mechanics Bank
ABA# 122244854
Account# 3305004040
Name: Park West Retail I, LLC

Via US Mail

Park West Retail I, LLC
P.O. Box 25086
Santa Ana, CA 92779

Via Electronic Payment

Registration instructions will be provided upon Lease execution

1.17 Tenant's Address:

PRIOR TO COMMENCEMENT DATE:

(Para. 32.1)

Inferno Concepts, LLC
22646 North 55th Street
Phoenix, AZ 85054
Attn: Terry and Laura Craig
Telephone: 480-585-3473
Email: tbc73@hotmail.com
Email: lauracraig@gmail.com

with copy to:

Tiffany & Bosco, P.A.
Seventh Floor, Camelback Esplanade II
2525 E. Camelback Rd.
Phoenix, AZ 85016
Attn: J. Lawrence McCormley
Telephone: 602-255-6000
Email: jlm@tblaw.com

FROM AND AFTER COMMENCEMENT DATE

At the Premises

with copy to:

Tiffany & Bosco, P.A.
Seventh Floor, Camelback Esplanade II
2525 E. Camelback Rd.
Phoenix, AZ 85016
Attn: J. Lawrence McCormley
Telephone: 602-255-6000
Email: jlm@tblaw.com

1.18 Initial payment due at Lease execution:

Minimum Monthly Rent:	\$10,401.00	(Article 5)
Operating Costs (estimated):	\$2,164.86	(Article 10)
Taxes (estimated):	\$936.62	(Para. 8.3)
Insurance (estimated):	\$329.36	
Rent Tax (currently 2.30%):	\$318.13	(Para. 8.1)
Security Deposit:	\$0.00	(Article 7)

Initial Payment:

\$14,149.97

ARTICLE 2
EXHIBITS

The following Exhibits are attached to this Lease and incorporated herein by this reference:

EXHIBIT A - Site Plan of the Shopping Center. The depiction of the Shopping Center on Exhibit A, including, without limitation, the land area and number, location, dimensions and extent of all buildings, improvements, stores, roadways, entrances, exits, curb cuts, parking areas and spaces, loading facilities, sidewalks, Patio Area, temporary or permanent kiosks, displays or stands, landscaping, signs, screen walls or other improvements and facilities, or any tenant, use or business, does not constitute a representation, warranty or covenant by Landlord, and Landlord expressly reserves the right to add to, relocate, change or eliminate, the location, shape, arrangement, configuration, levels or dimensions of, any of the foregoing, to change the identity and type of other tenants, uses or businesses, to change the name, address or designation by which the Shopping Center is known, and to add land to or withdraw land from the Shopping Center from time to time. However, except as otherwise provided in this Lease, Landlord agrees not to materially and adversely change the size or location of the Premises without Tenant's consent.

EXHIBIT A-1 - Legal Description of Shopping Center

EXHIBIT B - Floor Plan of Premises (showing approximate configuration and dimensions)

EXHIBIT C - Construction - Landlord's Work and Tenant's Work

EXHIBIT D - Sign Criteria

EXHIBIT E - Estoppel Certificate

EXHIBIT F - Rules and Regulations

EXHIBIT G - Exclusives

EXHIBIT G-1 - Prohibited Uses

EXHIBIT H - Guaranty of Lease

EXHIBIT I - Environmental Rider

EXHIBIT J - Monument Signage

ARTICLE 3
PREMISES

3.1 Demise of Premises Landlord leases to Tenant, and Tenant leases from Landlord, the Premises, for the Term, subject to and upon the terms and conditions of this Lease.

3.2 Reservation Landlord reserves and excepts from the Premises (a) the exterior surfaces of exterior walls (not including the storefront), (b) the roof and any space above the suspended ceiling of the Premises (except as is required for installation of Tenant's fixtures or other equipment in accordance with Exhibit C), and (c) the concrete floor and any area below the surface of the concrete floor of the Premises, which areas remain under the exclusive control of Landlord. Without limiting the generality of the foregoing, Landlord may install electronic and/or telecommunication transmission equipment on, in or above the roof of the Building.

3.3 Rentable Area

(a) The "Rentable Area" of the Premises set forth in Paragraph 1.7 is stipulated by Landlord and Tenant and is not subject to measurement or recalculation.

(b) It is expressly understood that the Premises may constitute a portion of a larger Building.

3.4 Patio Use

(a) So long as Tenant is not in default under this Lease, and subject to all of the terms and conditions set forth below, Landlord grants to Tenant a license to use certain additional area on the sidewalk immediately in front of, or adjacent to, the Premises as cross-hatched on Exhibit B to this Lease and identified as "Patio Area" solely for purposes of an open air dining patio to be used in conjunction with Tenant's business in the Premises. The Patio Area constitutes a part of the Premises for all purposes of this Lease except as otherwise expressly provided herein.

(b) Use of the Patio Area by Tenant will consist primarily of the placement of outdoor furniture and seating of a type and in locations mutually approved by Landlord and Tenant. No cooking in the Patio Area is permitted. The design and construction of the Patio Area and any improvements in or any enclosure of the Patio Area by Tenant is subject to approval by Landlord and applicable governmental authority. Unless otherwise agreed by Landlord, the Patio Area will be enclosed by a fence (with a design, height and color approved by Landlord). Prior to the commencement of any use of or construction in the Patio Area, all consents, permits and approvals necessary to be obtained from applicable governmental authority to permit the construction, use, operation and maintenance of the Patio Area must be obtained by Tenant at its expense. Landlord makes no representation or warranty regarding any such approvals. Landlord may deny Tenant's use of the Patio Area if any governmental approval creates or is conditioned upon any restriction or requirement relating to parking or use in the remainder of the Shopping Center. At Landlord's election, any improvements constructed or installed by Tenant in the Patio Area with Landlord's consent in accordance herewith must be removed at the expiration or earlier termination of this Lease, and the Patio Area restored to its original condition, by Tenant at its cost.

(c) The Patio Area will be used for the sole purpose of outside restaurant dining by customers of Tenant, and for no other purpose. Tenant agrees to operate, clean and maintain the Patio Area in a good, clean and safe condition at all times so that the use and appearance thereof is not offensive or disturbing to neighboring tenants or patrons of the Shopping Center, as determined by Landlord in its discretion. Tenant will provide monthly pest control for the Patio Area, and will be responsible to control and eliminate any and all offensive noises and odors. Tenant may not permit litter or debris to accumulate or blow upon other portions of the Shopping Center from the Premises or the Patio Area, and will clear and clean the Patio Area of litter and debris on a frequent and regular basis during such time as the Patio Area is open for business. Spills and similar matters creating safety hazards must be cleaned and remedied immediately. Unless otherwise agreed by Landlord and Tenant, a portion of the sidewalk between the Premises and the adjacent parking area will remain unobstructed and available for the continued passage in both directions by customers of the Shopping Center, with clearance sufficient for wheelchair access.

(d) In accordance with this Lease, Tenant must comply with all laws, statutes, ordinances, rules, regulations, requirements, restrictions and conditions now or hereafter in force pertaining to the Patio Area, including, without limitation, recorded covenants, conditions and restrictions, and Shopping Center rules and regulations. Tenant will not obstruct, or allow employees or customers to obstruct, the common areas and walkways adjacent to the Patio Area or the building in which the Premises are located. No loitering in the Patio Area by children, teenagers or pets is permitted. No smoking is permitted in the Patio Area. Speakers, music systems, and entertainment (any live entertainment shall be approved in advance by Landlord), is permitted in the Patio Area only in conformance with, and subject to, any applicable rules and regulations established by Landlord and provided that (i) the foregoing does not interfere with or otherwise disturb any other tenant or occupant of the Shopping Center, (ii) the noise level shall be kept to a minimum reasonable volume, and (iii) no objectionable content in music or television shall be permitted.

(e) Tenant's use of the Patio Area is at the sole risk of Tenant, Tenant expressly waiving any claim against Landlord with respect thereto. Tenant is solely responsible for the repair and maintenance of the Patio Area, and Landlord has no obligation with respect thereto. All furniture must be kept in good,

clean, safe and operating condition and repair, and moved inside the Premises for safe-keeping after business hours. Deteriorated or faded furniture must be promptly replaced. Plastic or inexpensive furniture is not permitted.

(f) Tenant is obligated to maintain insurance on and about the Patio Area as required by this Lease with respect to other portions of the Premises, and Landlord has no responsibility with respect thereto. Tenant agrees to indemnify, defend and hold harmless Landlord for, from and against any and all claims, actions, causes of action, damages, losses, obligations and liabilities of whatsoever nature arising from or relating to the Patio Area and the use thereof by Tenant, its agents, contractors, employees, invitees, licensees and/or customers.

3.5 HVAC Warranty. Landlord represents and warrants to Tenant that for a period of three (3) years from and after the Delivery Date, the existing HVAC systems (i.e., this warranty expressly excludes any new HVAC unit(s) purchased by Landlord or Tenant) serving the Premises shall be substantially free from operational or mechanical defects. Landlord's liability under the foregoing warranty shall be limited to the repair and/or replacement, as the case may be, of defective parts and, in no event, shall Landlord be liable for special or consequential damages. Landlord shall have no obligation with respect to the foregoing warranty unless Tenant gives Landlord written notice of any operational or mechanical defects prior to the date which is three (3) years after the Delivery Date.

ARTICLE 4
TERM

4.1 Term. The Term of this Lease is for the period set forth in Paragraph 1.8 and commences, together with Tenant's obligation to pay Rent, on ~~October~~ January 1, 2019/2020 (the "Commencement Date"); Landlord will deliver the Premises to Tenant upon the later of (i) full execution of this Lease, (ii) five (5) days after the later of (i) Tenant's delivery to Landlord evidence that the insurance required to be maintained by Tenant under Article 15 of the Lease has been obtained and fully paid for in advance, and (ii) Tenant's payment of all required prepaid rent (the "Delivery Date").

4.2 Notice of Opening for Business. Tenant agrees to promptly notify Landlord in writing of the date Tenant opens the Premises for business to the public.

4.3 Preliminary Obligations. Notwithstanding anything to the contrary contained in this Lease, all obligations of Tenant contained in this Lease (other than the obligations to pay Minimum Monthly Rent and Additional Rent) commence upon the execution of this Lease by Landlord and Tenant, including, without limitation, the obligations of Tenant under Paragraph 11.8, Articles 15 and 16, and Exhibit C of this Lease. Tenant agrees to be bound by this Lease and to perform such obligations notwithstanding that the Term has not yet then commenced.

4.4 Mutual Right of Cancellation. To the fullest extent legally permissible, Tenant waives the provisions of all laws now or hereafter existing which allow a tenant to terminate a lease for failure of the landlord thereunder to deliver possession. However, if through no fault or failure of Tenant the Delivery Date (as defined in Paragraph 4.1) has not occurred on or before the date that is twelve (12) months from the Effective Date, then either Landlord or Tenant may terminate this Lease by giving written notice thereof to the other at any time thereafter but prior to occurrence of the Delivery Date, whereupon this Lease will be of no further force or effect. In such event, Tenant's advance deposits under Paragraph 1.18 will be promptly returned to Tenant, and the parties will have no further obligation to one another hereunder.

4.5 Renewal Periods. Landlord grants to Tenant the right and option to extend the Term for one (1) additional period of five (5) years (the "Renewal Period") on all of the terms, conditions and covenants of this Lease except:

- (a) rental concessions, tenant improvement allowances, Landlord construction obligations or similar inducements granted by Landlord to Tenant at or prior to the commencement of the initial Term do not apply to either Renewal Period;
- (b) the failure of Tenant to exercise the first renewal option terminates all subsequent renewal options;
- (c) Tenant has no further right to renew this Lease beyond the second Renewal Period; and
- (d) the Minimum Monthly Rent to be paid by Tenant during each Renewal Period will continue to be adjusted in accordance with Paragraph 5.2 of this Lease.

Tenant may only exercise a renewal option by giving written notice of renewal to Landlord not more than one (1) year nor less than six (6) months prior to the expiration of the Term. Notwithstanding the foregoing (i) if this Lease is terminated pursuant to its terms prior to the date of exercise of a renewal option granted herein, (ii) if Tenant is in default under this Lease, either at the time of exercise of a renewal option, or at the commencement of the Renewal Period, (iii) if Tenant has violated the provisions of this Lease three (3) or more times during the Term of this Lease regardless of whether such violations are ultimately cured, or (iv) if the original-named Tenant has assigned this Lease to an unrelated third party, at Landlord's election, the option(s) to renew contained herein are null and void and of no force or effect, and the Term expires in accordance with its terms as though the option(s) contained herein had not been exercised. If either Renewal Period becomes effective as provided above, such Renewal Period will commence immediately after the expiration of the initial Term or prior Renewal Period, as applicable.

4.6 Continuing Co-Tenancy. If at any time during the Lease Term, other than by reason of a force majeure event, interruption of utility services, damage, destruction, closures for inventory or remodeling, Harkins Theater (the "Co-Tenant") is not conducting business operations within the Shopping Center ("Non-Operation Period") then Tenant may elect, by delivering written notice to Landlord at any time within sixty (60) days after the establishment of the Non-Operation Period, to temporarily suspend (which temporary suspension shall not exceed a period of eighteen (18) months) (the "Suspension Period") its obligation to pay Minimum Monthly Rent, in which event, in lieu of the monthly installments of Minimum Monthly Rent, Tenant shall pay to Landlord, in arrears, on or before the twentieth (20th) day of each calendar month, an amount equal to eight percent (8%) of the Gross Sales of Tenant for the preceding calendar month ("Reduced Rent"). Each payment made by Tenant pursuant to this Section 4.6 shall be deemed Percentage Rent for the purposes of calculating Minimum Monthly Rent pursuant to Section 5.1, and shall be subject to the reporting requirements in Section 6.2. Tenant shall continue to pay Reduced Rent until the date that is the earlier of (i) the date the Co-Tenant resumes business operations in the Shopping Center, (ii) the date a comparable replacement tenant for the Co-Tenant begins operations within the Shopping Center, or (iii) expiration of the Suspension Period, after which date Tenant shall pay Minimum Monthly Rent, Percentage Rent, Operating Costs and Additional Rent in accordance with the terms, covenants and provisions of this Lease. In the event, a comparable replacement tenant is not operating in the Shopping Center by the end of the Suspension Period, Tenant shall have a one-time right to terminate the Lease with a ninety (90) day written notice to Landlord. Failure by Tenant to terminate this Lease within such ninety (90) day period shall be a waiver of Tenant's right to terminate this Lease pursuant to this Section 4.6.

ARTICLE 5
RENT

5.1 Rent. Tenant agrees to pay to Landlord at the address specified in Paragraph 1.16 for payments or to such other address or person as Landlord may from time to time designate in writing, without prior notice or demand, and without deduction or offset, in lawful currency of the United States of America:

(a) the Minimum Monthly Rent, payable in advance, and to be received by Landlord on the first day of the Term and on the first day of each and every calendar month thereafter during the Term. Upon execution of this Lease, Tenant agrees to pay to Landlord the Minimum Monthly Rent for the first full calendar month of the Term, which will be applied by Landlord as such installment becomes due. If the Commencement Date is other than the first day of a calendar month, then the monthly installment of Minimum Monthly Rent for such initial fractional month will be prorated on a per diem basis, and paid by Tenant to Landlord on the Commencement Date; and

(b) Percentage Rent in accordance with Article 6 and all additional rents, taxes, assessments, insurance premiums, maintenance charges, and all other sums required to be paid by Tenant to Landlord pursuant to this Lease in addition to Minimum Monthly Rent (collectively, "Additional Rent"), which amounts constitute rent whether or not expressly designated as such, and are to be paid in advance on or before the first day of each month unless otherwise stipulated. Upon execution of this Lease, Tenant agrees to pay to Landlord the Additional Rent, if any, required under Paragraph 1.18, which will be applied by Landlord when due.

Upon ten (10) days' notice to Tenant, Landlord may require Tenant to pay all future Minimum Monthly Rent or Additional Rent (collectively, "Rent") by wire transfer or direct bank deposit.

5.2 Adjustments to Minimum Monthly Rent.

(a) Minimum Monthly Rent payable by Tenant during the Term is as set forth in the table below:

Lease Years of Term	Minimum Monthly Rent	Minimum Annual Rent	Annual Rental Rate Per Square Foot
10/1/19-9/30/24 Lease Years 1-5	\$14,208.00	\$170,496.00	\$36.00
10/1/25-9/30/29 Lease Years 6-10	\$15,628.00	\$187,545.60	\$39.60
10/1/29-9/30/34* Lease Years 11-15	\$17,191.68	\$206,300.16	\$43.56

*Renewal Period

(b) For purposes hereof, the first "Lease Year" begins on the Commencement Date, and if the Commencement Date is the first day of a calendar month, ends twelve (12) months thereafter. If the Commencement Date is other than the first day of a calendar month, the first Lease Year ends on the last day of the same calendar month of the first year thereafter. Each succeeding Lease Year is each succeeding twelve (12) month period.

(c) Minimum Monthly Rent for any fractional month will be prorated on a per diem basis.

5.3 Late Payments.

(a) If Tenant fails to pay any Rent when due, the unpaid amount bears interest at the rate of twelve percent (12%) per annum from the date due until paid in full (the "Default Rate").

(b) Tenant acknowledges that late payment by Tenant to Landlord of Rent will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs may include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by the terms of any ground lease, mortgage or trust deed covering the Premises. Accordingly, if any installment of Rent is not received by Landlord within ten (10) days after the installment is due (regardless of whether Tenant has received notice of delinquency), Tenant agrees to immediately pay to Landlord a late charge equal to the greater of (i) ten percent (10%) of the delinquent amount, or (ii) Two Hundred and No/100 Dollars (\$200.00), in addition to the accrual of interest provided for in subparagraph 3.3(a) and any other available right or remedy of Landlord. Such late charge represents a reasonable estimate of and is fair compensation to Landlord for its loss suffered on account of Tenant's delinquency.

(c) Acceptance of interest or a late charge by Landlord does not constitute a waiver of Tenant's default with respect to the delinquent amount, or prevent Landlord from exercising any other available right or remedy. Without waiving Tenant's default or Landlord's interest, late charge or other remedies, if any installment of Rent is not received by Landlord within ten (10) days after the installment is due (regardless of whether Tenant has received notice of delinquency) on two (2) or more occasions during any calendar year, Landlord may require Tenant to thereafter (1) pay Minimum Monthly Rent and Tenant's Proportionate Share of Operating Costs (as estimated by Landlord) pursuant to Article 10 in quarterly installments, in advance, and/or (2) pay Rent by certified or bank cashier's check only.

ARTICLE 6 PERCENTAGE RENT, GROSS SALES AND TENANT'S RECORDS

6.1 Percentage Rent. Not later than each January 30th occurring during the Term, and not later than thirty (30) days following the expiration of the Term, Tenant agrees to pay to Landlord Percentage Rent for the immediately preceding calendar year (including any partial calendar year at the beginning or end of the Term).

6.2 Tenant's Reports

(a) Within thirty (30) days after the close of each calendar month during the Lease Term, Tenant agrees to furnish to Landlord for such month (i) copies of the sales tax reports that Tenant is required to furnish to the applicable governmental authority, and (ii) a statement in writing, certified by Tenant to be correct, setting forth the total Gross Sales (defined below) for the Premises for such month. Within thirty (30) days after the close of each calendar year and after the expiration of the Term, Tenant agrees to furnish to Landlord a consolidated annual statement in writing, certified by Tenant to be correct, showing the total Gross Sales by months for the Premises.

(b) The statements referred to in subparagraph 6.2(a) must be in such form and contain such details as Landlord reasonably requires, must include the Gross Sales of all subtenants, licensees and concessionaires, and must be furnished regardless of whether Percentage Rent is shown to be due.

6.3 Tenant's Records

(a) Tenant agrees to keep true and accurate books of account, records and other pertinent data of Gross Sales (including Gross Sales of any subtenant, licensee or concessionaire) for a period of three (3) years after the close of each calendar year during the Term. Such books and records must include, without limitation, such records as would normally be examined by an independent certified public accountant performing an audit of Tenant's Gross Sales pursuant to accepted auditing standards.

(b) Tenant agrees to record at the time of each transaction and in the presence of the customer, all sales and other transactions, whether for cash or credit, in cash register(s) having a cumulative total, which must be sealed and have such other features as Landlord reasonably requires. Landlord reserves the right to inspect Tenant's books and records, including any sales tax reports pertaining to the business of Tenant conducted in the Premises, for the purpose of investigating and verifying the accuracy of any statement of Gross Sales.

6.4 Landlord's Audit of Gross Sales. Landlord may at any time cause an audit of the business of Tenant to be made by an independent certified public accountant of Landlord's selection, and if any statement of Gross Sales previously made by Tenant understates the actual amount of Tenant's Gross Sales for such period shown by such audit, Tenant agrees to immediately pay to Landlord any additional Percentage Rent shown to be payable by Tenant based on such audit. Additionally, if the statement of Gross Sales previously made by Tenant understates by more than two percent (2%) the actual amount of Tenant's Gross Sales shown by such audit, Tenant must immediately pay to Landlord the cost of such audit in addition to the rental, if any, shown to be payable. If such audit discloses willful or substantial inaccuracies, or that Tenant's system of recordkeeping and procedures does not permit an accurate determination of Gross Sales, this Lease may thereupon be cancelled and terminated, at the option of Landlord, and Landlord has the right to retain all of Tenant's Security Deposit in such event.

6.5 Tenant's Gross Sales. The term "Gross Sales" means the gross selling price of all merchandise and services sold, rented or rendered in, on or from the Premises by Tenant, and any subtenant, concessionaire, licensee or other person conducting business on or from the Premises, and any and all other revenue derived at, from or pertaining to the Premises, without reserve or deduction, and whether the orders, no matter how communicated, are received on the Premises and executed on or from the Premises or elsewhere, or are received elsewhere and executed on or from the Premises. However, Gross Sales do not include sales of equipment or trade fixtures that are not inventory or stock-in-trade, or sums collected from customers for and paid to a taxing authority by Tenant for retail sales, excise or similar taxes imposed by applicable governmental authority. Further, there may be deducted in

the computation of Gross Sales: (a) cash or credit refunds to customers for goods returned, but only if the selling price of the goods returned was previously included in the computation of Gross Sales; (b) the selling price of goods returned by customers for exchange, but only if the selling price of the goods returned and the selling price of goods delivered to the customers in exchange were included in the computation of Gross Sales; and (c) that part of the selling price of goods sold satisfied by a deposit or a gift certificate but only if the amount of the deposit or gift certificate was previously included in the computation of Gross Sales.

ARTICLE 7
Intentionally Deleted

ARTICLE 8
TAXES

8.1 Transaction Privilege Taxes. Tenant agrees to pay to Landlord, in addition to and along with all other Rent payable to Landlord, a sum equal to the aggregate of any excise, sales, use, rental, transaction privilege or like taxes now or hereafter legally levied or imposed against or on account of amounts payable by Tenant under this Lease or the receipt thereof by Landlord (except income, estate or inheritance taxes of Landlord), which must be paid to Landlord together with the Rent upon which the tax is levied or imposed.

8.2 Personal Property Taxes. Tenant agrees to pay prior to delinquency all taxes levied upon fixtures, furnishings, equipment and other personal property of Tenant on or in the Premises. If Tenant's fixtures, furnishings, equipment or other personal property are assessed and taxed with Landlord's real property, Tenant must pay to Landlord Tenant's share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

8.3 Taxes.

(a) Tenant agrees to pay to Landlord as Additional Rent throughout the Term, Tenant's Proportionate Share (as defined in Paragraph 8.4) of Taxes (defined below), within ten (10) days after receipt of a semi-annual statement to be sent by Landlord to Tenant setting forth the amount of such tax based upon the actual tax bill received by Landlord. Alternatively, Landlord may, at its option, include Taxes as a part of Operating Costs under Article 10. Tenant may not, without the prior written consent of Landlord, appeal or institute proceedings seeking a reduction of Taxes.

(b) The term "Taxes" means all taxes imposed upon the real property and improvements constituting the Shopping Center, and all assessments (general, special, ordinary, extraordinary, supplemental, or otherwise) levied against the Shopping Center or any portion thereof or any interest therein (including, without limitation, improvement bonds, including the amortized cost of any prepaid bonds, and other governmental levies imposed by any authority having direct or indirect power to tax, on, against or with respect to the Shopping Center, any real or personal property of Landlord or Landlord's agents principally used in the operation, management, maintenance or repair of the Shopping Center, or any legal or equitable interest of Landlord in the Shopping Center), any reassessments due to a subdivision, sale, conveyance or other disposition of the Shopping Center, and all other charges of whatsoever kind and nature and whether any of the foregoing be general or special, ordinary or extraordinary, foreseen or unforeseen, which at any time during the Lease Term may be imposed upon the Shopping Center, including those imposed or required by governmental authorities having jurisdiction to increase tax increments to such governmental authorities and for services such as fire protection, street, sidewalk and road maintenance, refuse removal or other governmental services formerly provided without charge to property owners or occupants, and including all costs and expenses incurred by Landlord in good faith in contesting, resisting or appealing any such real estate taxes and assessments, but does not include personal income taxes, personal property taxes, inheritance taxes or franchise taxes levied against Landlord, but not directly against the real property. If because of any change in the method of taxation of real estate, any tax or assessment is imposed upon Landlord or the Shopping Center, or upon or with respect to the land and improvements or the rent or income therefrom, in addition to, in substitution for or in lieu of any tax or assessment which would otherwise be a real estate tax subject matter, such other tax or assessment is included in Taxes. With respect to any assessment levied upon the Shopping Center which, under the laws then in force, may be evidenced by improvement or other bonds payable in annual installments, only the annual or semi-annual payments on said assessment may be included in computing Tenant's annual obligation for Taxes. Tenant is not responsible for Taxes pertaining to periods accruing before or after the Term.

(c) Notwithstanding subparagraph 8.3(b) to the contrary, if the Shopping Center is part of a larger tax parcel (the "Tax Parcel") that includes real property in addition to the Shopping Center (the "Additional Property"), a pro rata share of the Taxes applicable to the Tax Parcel will be allocated to the Shopping Center equal to a fraction the numerator of which is the "Floor Area" (as defined in the succeeding sentence) of the Shopping Center and the denominator of which is the Floor Area of the Tax Parcel excluding the Patio Area. For purposes hereof, "Floor Area" means the actual number of gross square feet of floor space of all floors of all buildings that are substantially completed and leased or available for lease (exclusive of mezzanine space not used as customer accessible retail display or sales area), with gross area to be measured from the exterior surface of exterior walls (and from extensions thereof in the case of openings) and from the center of interior demising partitions, if any, as reasonably determined by Landlord.

8.4 Tenant's Proportionate Share. Tenant's "Proportionate Share" of any tax, expense or charge for which Tenant is responsible under this Lease is determined by multiplying such tax, expense or charge by a fraction the numerator of which is the Rentable Area of the Premises excluding the Patio Area and the denominator of which

is the total rentable area of the Shopping Center (that is, all space leased or available for lease), as reasonably determined by Landlord from time to time on a consistent basis. Notwithstanding the foregoing, if one or more "Contributing Occupants" (as defined in Paragraph 10.4) have been designated by Landlord, then at Landlord's sole option, the amount(s) paid by such Contributing Occupants toward the subject tax, expense or charge will be credited by Landlord against the entirety thereof, and Tenant will be responsible for Tenant's Proportionate Share of the balance of the subject tax, expense or charge, in which event the rentable area of space owned or leased by such Contributing Occupant will be excluded from the rentable area of the Shopping Center for purposes of determining Tenant's Proportionate Share of the subject tax, expense or charge.

ARTICLE 9
COMMON AREAS

9.1 Definition of Common Areas. The term "Common Areas" means those portions of the land, improvements, facilities, utilities, equipment and installations forming a part of the Shopping Center that are not leased or otherwise provided for the exclusive benefit of any tenant but are designated from time to time by Landlord as Common Areas for the general use and convenience of tenants of the Shopping Center.

9.2 Common Use by Tenants. Subject to this Lease and to such rules and regulations as Landlord reasonably prescribes, Tenant, its officers, employees, customers and other invitees are granted a license (revocable in the event of Tenant's default) to use on a nonexclusive basis during business hours, in common with all others entitled thereto, the Common Areas for their proper and intended purposes.

9.3 Control by Landlord. The Common Areas are at all times subject to the exclusive control and management of Landlord, and will be operated and maintained as reasonably determined by Landlord. Subject to the express terms of this Lease, the location and extent of all improvements and facilities from time to time constructed within the Common Areas are within the sole control and discretion of Landlord. Without limiting the generality of the foregoing, Landlord reserves the right to determine and change the nature and extent of the Common Areas, and to modify the layout of the Shopping Center as Landlord deems appropriate, including, without limitation, the right, from time to time (i) to close any of the Common Areas to whatever extent required in the opinion of Landlord's counsel to prevent a dedication of any of the Common Areas or the accrual of any rights of any person or of the public to the Common Areas; (ii) to temporarily close any of the Common Areas for maintenance purposes or for purposes of constructing alterations, additions or improvements; (iii) to designate other property outside of the boundaries of the Shopping Center to become part of the Common Areas of the Shopping Center or to be entitled to use the Common Areas on a reciprocal basis; (iv) to make changes to the Common Areas, including, without limitation, changes in the location of driveways, entrances, exits, flow of traffic direction or vehicular parking spaces; (v) to change the size, location, elevation or nature of the Common Areas or any part thereof, including, without limitation, the right to locate thereon kiosks, drive-through areas, outdoor seating, tables and patio areas, outdoor sales areas, recycling centers, and/or other buildings of any type; (vi) to designate permitted routes and times for construction and delivery traffic, designate drives as one-way only, designate valet parking and employee parking areas, and impose parking restrictions on designated parking spaces, including, without limitation, time and use restrictions such as, by way of example only, no parking, reserved parking, handicapped parking, 30-minute parking, customer loading, restaurant "to-go" parking, and expectant mother parking, all of which must be observed by all tenants, their employees, suppliers and customers; provided, however, unless delegated by Landlord in writing in whole or in part, all rights to enforce all such parking regulations and restrictions are reserved to Landlord; and (vii) to do and perform such other acts (whether similar or dissimilar to the foregoing) in, to and with respect to the Common Areas as in the use of good business judgment Landlord determines to be appropriate for the Shopping Center. Landlord reserves the right, from time to time, to permit portions of the Common Areas to be used for carnival-type shows, rides and entertainment, outdoor shows, displays, product shows, advertising purposes, and other uses which, in Landlord's judgment, tend to attract the public to the Shopping Center.

9.4 Parking. Upon Landlord's request, Tenant and its employees, contractors, suppliers, sales representatives, subtenants, concessionaires licensees and other persons visiting the Premises (excluding only Tenant's customers) must park their vehicles only in employee parking areas from time to time designated by Landlord. Notwithstanding anything to the contrary contained in this Lease, Tenant, its agents, employees, contractors, customers, licensees and invitees are expressly prohibited from parking anywhere within the area, if any, labeled "No Parking" on the Site Plan, and Tenant's employees are expressly prohibited from parking anywhere in the area, if any, labeled "No Employee Parking" on the Site Plan or such areas reasonably designated by Landlord from time to time. Tenant agrees to use its best efforts to enforce the foregoing parking restrictions as to Tenant, its agents, employees, contractors, customers, licensees and invitees.

9.5 No Obstructions. Tenant may not place any signs, sales displays or merchandise on or in or otherwise obstruct the Common Areas, and may not sell, solicit, advertise or conduct business anywhere in the Shopping Center other than within the Premises.

9.6 Common Area Improvements. Landlord, in its sole discretion, may make such additions to or modifications of the Common Areas as Landlord deems necessary or desirable to preserve, protect, or promote the common good of the Shopping Center and tenants thereof, including, without limitation, monument, pole or pylon signs, fountains, benches, or other similar or dissimilar improvements.

9.7 Remodeling of Shopping Center. At any time during the Term, Landlord may remodel or expand, in any manner, the existing Shopping Center, which work may include, without limitation, the addition or replacement of signs, awnings, storefronts, shops and/or buildings in or to the Shopping Center (collectively, the "Remodeled Center"). If Landlord deems it necessary for construction personnel to enter the Premises in order to construct or prepare for the construction of the Remodeled Center, Landlord will give Tenant no less than ten (10) days' prior notice and Tenant must allow such entry; provided, however, Landlord will endeavor to effect such entry

in a manner which does not materially interfere with Tenant's normal business operations in the Premises and Landlord will use reasonable efforts to complete the work affecting the Premises in an efficient manner so as not to unreasonably interfere with Tenant's business. Tenant is not entitled to any damages or to an abatement or reduction in Minimum Monthly Rent or Additional Rent for any interference or interruption of Tenant's business upon the Premises or for any inconvenience caused by such construction work.

ARTICLE 10
OPERATING COSTS

10.1 Tenant's Contribution to Operating Costs. Tenant agrees to pay to Landlord as Additional Rent throughout the Term, Tenant's Proportionate Share of Operating Costs (defined below).

10.2 Definition of Operating Costs. The term "Operating Costs" means the sum of all costs and expenses incurred in good faith by Landlord in owning, operating, supervising, managing, administering, maintaining, repairing, replacing, and insuring the Shopping Center (including, for purposes hereof, public rights-of-way in the vicinity of the Shopping Center to the extent required by applicable governmental authority to be maintained by Landlord in connection with the use and operation of the Shopping Center). All or any services or management performed in connection with the Shopping Center may be provided by independent contractor(s). Operating Costs include, without limitation, all amounts paid or incurred by Landlord in connection with the following:

(a) insurance for all or portions of the Shopping Center owned or operated by Landlord from time to time, in such manner, for such risks and in such amounts as Landlord or the holder of any mortgage or deed of trust on the Shopping Center or any portion thereof ("Mortgagee") from time to time determines, including, without limitation, the cost of insurance carried by Landlord under Article 15, and the amount of any deductible actually paid by Landlord in the event of loss;

(b) general maintenance and repair, cleaning, sweeping, janitorial services (if any), painting, graffiti removal, gardening, landscaping, sprinkler systems and irrigation, trash collection and disposal, sanitary and pest control, paving, resealing, resurfacing, restriping, asphalt, concrete and paver repair, including, without limitation, sidewalk, curb and gutter, identification and directional signs, markers and bumpers, fire protection systems and equipment (including fire sprinklers and regular inspections and monitoring costs thereof), lighting systems and fixtures (including replacement of tubes and bulbs), electricity, water, sewer and all other utilities used in or serving the Shopping Center (and not otherwise directly metered to and paid by an individual tenant), utility, mechanical or maintenance rooms, if any, in the Shopping Center, installation of energy conservation equipment or compliance with energy conservation laws, regulations or mandates, and governmental or other surcharges, if any;

(c) alterations, additions and improvements required to comply with laws (excluding costs of correcting any non-compliance of the Shopping Center or any part thereof with applicable laws as of the Commencement Date);

(d) the cost of security personnel, security systems, policing and traffic control for the Shopping Center if supplied by Landlord (but without obligation to do so);

(e) all on-site costs and personnel expenses incurred to service or manage the Shopping Center (which may be contracted for with third parties), including, without limitation, costs of valet parking offered to patrons of the Shopping Center, in excess of any revenues collected therefrom, uniforms, supplies, equipment, tools, materials, wages, salaries, workers' compensation, employment taxes and fringe benefits for onsite management, maintenance, parking or security personnel, if any, and a reasonable rental rate for onsite office and storage space, if any;

(f) audit, bookkeeping, legal and accounting fees;

(g) repairs and replacements to, and maintenance and operation of, the Common Areas, and, to the extent applicable and not the responsibility of individual tenant(s), building exteriors, structural elements, floors, walls, ceilings, roofs, skylights, windows, storm drainage systems, sewer lift or pump stations, plumbing, electrical, HVAC, sanitary sewer and other utility systems and facilities, public sound systems and speakers (including fees for prerecorded music), public Wi-Fi systems and related ISP service contracts, pedestrian plazas, public seating, light features, and like facilities and amenities or services provided to patrons of the Shopping Center, if any, mechanical equipment, machinery and any other equipment or personal property used in the operation or maintenance of the Shopping Center, including establishing reasonable reserves;

(h) depreciation or amortization at generally accepted rates on fixtures, equipment and other personal property used in the operation, maintenance or repair of the Shopping Center, if such items are capitalized rather than expensed;

(i) Taxes, as described in Paragraph 8.3 (provided Landlord has not separated and billed Tenant directly for Tenant's Proportionate Share thereof);

(j) any common promotion of the Shopping Center undertaken by Landlord (but without obligation to do so) for advertising, promoting or decorating the Shopping Center or costs incurred related to events held at the Shopping Center that are intended to draw the public to the Shopping Center;

(k) all assessments and other charges, including, without limitation, all costs of maintenance, repair, taxes and insurance, that are allocable to Landlord as the owner of the Shopping Center under any and all of the Superior Documents (as defined in Paragraph 18.3);

(l) all other costs and expenses reasonably attributable to the operation, supervision, management, administration, maintenance, repair, replacement or insurance of the Shopping Center; and

(m) a reasonable administrative fee (whether payable to Landlord or to an affiliated or unrelated property manager) for supervision and overhead; provided, however, this component of Operating Costs may not exceed on an annual basis fifteen percent (15%) of total Operating Costs.

Operating Costs do not, however, include expenses for which Landlord is reimbursed or indemnified (whether by a tenant (other than as payment of such tenant's share of Operating Costs), insurance company, condemnation authority or otherwise), principal or interest on any encumbrance, ground rental payments, if any, tenant improvements or leasing commissions, or overhead and administrative costs of Landlord not directly incurred in the operation and maintenance of the Shopping Center. Notwithstanding any provision herein to the contrary, in the event the Shopping Center is not fully occupied during any year of the Term, Landlord retains the right, acting on a reasonable and equitable basis, to gross up certain Operating Costs which vary with actual occupancy, to more accurately reflect the costs which would be incurred were the Shopping Center 100% occupied during such year

10.3 Impounds for Estimated Operating Costs.

(a) Tenant's Proportionate Share of Operating Costs may be estimated by Landlord from time to time, and Tenant agrees to pay to Landlord the amount so estimated in monthly installments in advance on the first day of each calendar month together with and in addition to other rental payments provided for in this Lease.

(b) Within ninety (90) days after the end of each calendar year (or partial calendar year at the beginning or end of the Term), or as soon thereafter as practicable, Landlord will deliver to Tenant a statement of the total actual Operating Costs for such period, together with a statement of Tenant's Proportionate Share thereof. If Landlord's statement indicates that Tenant has overpaid Tenant's Proportionate Share of Operating Costs, the excess will be credited to any other amounts due or to become due from Tenant under this Lease, or refunded by Landlord to Tenant without interest, at Landlord's election. If Landlord's statement indicates that Tenant has underpaid Tenant's Proportionate Share of Operating Costs, Tenant agrees to pay to Landlord the deficiency within ten (10) days following delivery of such statement. Landlord's and Tenant's obligations under this Article 10 survive the expiration or sooner termination of this Lease. Landlord's failure to provide a statement of the total actual Operating Costs within such ninety (90) days period shall not waive Landlord's right to collect from Tenant any deficiency in Tenant's Proportionate Share of Operating Costs.

10.4 Allocation of Operating Costs to Specific Tenants.

(a) Landlord reserves the right at any time and from time to time, to designate as "Contributing Occupants," national or regional retailers, owners of pads in the Shopping Center, and/or occupants of space in the Shopping Center whose obligations for Operating Costs, or any single aspect of Operating Costs, may be limited whether or not as the result of their agreement to self-maintain all or portions of their property or premises. In the event of such designation, any contributions by Contributing Occupants towards Operating Costs, or towards any single aspect of Operating Costs, will first be credited by Landlord against the payment of the entirety thereof, and the balance of Operating Costs will be allocated among the remaining tenants of the Shopping Center.

(b) In addition to the special allocation related to Contributing Occupants pursuant to Paragraph 10.4(a), in the event that certain costs constituting Operating Costs billable to Tenant are applicable solely to Tenant or solely to Tenant and a portion of tenants, but not all tenants within the Shopping Center, Landlord may, on such basis as Landlord reasonably determines to be equitable, allocate such costs to the specific tenants (including Tenant, if applicable), where such costs are directly attributable. In the event of Operating Costs attributable to the acts or omissions of the tenants or occupants of specific leased premises (including Tenant, if applicable), Landlord may, on such basis as Landlord reasonably determines to be equitable, allocate such costs to the specific tenants (including Tenant, if applicable), where such costs are directly attributable, in which event, such costs shall be excluded from Operating Costs otherwise payable by the remainder of the tenants in the Shopping Center. Costs allocated by Landlord to the Premises in accordance with the foregoing sentence, must be paid as Additional Rent by Tenant within ten (10) days following written demand.

(c) Tenant's Proportionate Share of Operating Costs for the calendar year 2019 shall not exceed Ten and No/100 Dollars (\$10.00) per square foot of the Rentable Area of the Premises, plus Tenant's Proportionate Share of utilities for the building (including, without limitation, water, electricity, gas, and sewer).

10.5 Controllable Costs. For purposes hereof, "Controllable Costs" means all components of Operating Costs other than real estate taxes and assessments, utilities, security costs, if any, costs of parking lot resealing or resurfacing, insurance premiums, and fuel-intensive services, including, without limitation, refuse removal, landscaping, parking lot sweeping, snow removal, tree trimming, and pressure washing. Beginning in the second full calendar year of the initial Term (which commences on January 1, 2021) and continuing for the remainder of the initial Term, Tenant's Proportionate Share of Controllable Costs will not exceed the Maximum Controllable Costs Charge. The "Maximum Controllable Costs Charge" for the third full calendar year of the initial Term will be calculated by multiplying Tenant's Proportionate Share of the actual Controllable Costs for the second full calendar

year of the initial Term by one hundred four percent (104%). The Maximum Controllable Costs Charge will increase by four percent (4%), compounded annually, for each calendar year thereafter during the initial Term. Notwithstanding the foregoing, there shall be no limit on the Controllable Costs for the first year of each Renewal Period, it being the intent of Landlord and Tenant that during the first year of each Renewal Period, Tenant shall pay the actual amount of Tenant's Proportionate Share of Controllable Costs for such year. Beginning in the second full calendar year of the Renewal Period and continuing for the remainder of the Renewal Period, Tenant's Proportionate Share of Controllable Costs will not exceed the Maximum Controllable Costs Charge. The "Maximum Controllable Costs Charge" for the second full calendar year of the Renewal Period will be calculated by multiplying Tenant's Proportionate Share of the actual Controllable Costs for the first full calendar year of the Renewal Period by one hundred four percent (104%). The Maximum Controllable Costs Charge will increase by four percent (4%), compounded annually, for each calendar year thereafter during the Renewal Period. If the Premises are expanded at any time during the Term, there will be a proportionate increase in the Maximum Controllable Costs Charge.

ARTICLE II CONDUCT OF BUSINESS

11.1 Use of Premises

(a) Tenant agrees to use and occupy the Premises only for the Permitted Use specified in Paragraph 1.12 and for no other purpose. Tenant agrees to carry on its business in the Premises under the trade name and style specified in Paragraph 1.4, and not to change the advertised name of its business without the prior written consent of Landlord, not to be unreasonably withheld.

With respect to the service of alcoholic beverages, Tenant expressly agrees that:

(i) No person who appears to be intoxicated shall be served or continue to be served any alcoholic beverages;

(ii) Tenant will not serve alcoholic beverages for consumption outside of the Premises (other than the Patio Area) and will ensure that its customers and invitees do not carry such beverages outside of the Premises (other than the Patio Area), and to that end will not serve alcoholic beverages in disposable containers;

(iii) Tenant will comply with all applicable codes and ordinances from time to time in effect in regard to the serving of alcoholic beverages, including but not limited to the serving of alcoholic beverages to minors, and the age of persons serving alcoholic beverages and the hours and days during which such beverages may be served;

(iv) Tenant will at all times, at Tenant's sole cost and expense, obtain and keep in full force and effect, all necessary licenses, permits, authorizations and approvals from all governmental authorities having jurisdiction in respect to the serving of alcoholic beverages, including, but not limited to, the Liquor License; and

Tenant will indemnify and hold Landlord Group (as defined in Paragraph 15.7) harmless against any and all liability, loss, cost, damage and/or expense (including reasonable attorney fees and expenses) of any kind or nature whatsoever, including, but not limited to, that resulting from any injury to or death of any persons or damage to or loss of property, by reason of or in any way relating to Tenant's serving of alcoholic beverages in the Premises (and on the Patio Area), including, but not limited to, liability under any Dram Shop or Host Liquor Liability Law, host law or similar laws, statutes or ordinances, whether now in effect or hereinafter adopted by the State of Arizona, or any other governmental authority having jurisdiction or under common law

(b) Tenant may not use or permit all or any portion of the Premises to be used (i) for the provision, sale or rental, at retail or wholesale, of any item or service restricted by the Superior Documents or other instruments recorded against the Shopping Center, (ii) in violation of any of the exclusives or restrictions set forth in Exhibit G attached hereto and incorporated herein by this reference (collectively, the "Exclusives"), and/or any of the prohibited uses set forth in Exhibit G-1 attached hereto and incorporated herein by this reference (collectively, the "Prohibited Uses"). In connection with Tenant's covenant to not permit any operation in the Premises which would violate the Exclusives, if there is a claim made by a tenant or occupant that Tenant is operating in violation of such tenant's or occupant's Exclusive based upon Tenant's sales or revenue derived from the Premises, then Tenant agrees that within fifteen (15) days of Landlord's request (which request will set forth the claimed violation of the Exclusive), Tenant shall deliver to Landlord a statement (the "Exclusives Statement"), which shows Tenant's computation of the amount of revenue derived and sales made from the Premises with respect to the particular item or service over which the violation of the Exclusive is claimed, and which computation shall be in a form that Landlord is able to demonstrate the amount of cumulative revenue derived from the Premises for the certain service or sale of the certain item over which the violation of the Exclusive is claimed. The results of the Exclusives Statement shall be subject to Landlord's independent verification and Tenant agrees that the Exclusives Statement may be shared with the tenant or occupant claiming the violation of its Exclusive. Tenant agrees to cooperate with Landlord and assist Landlord in obtaining any further documentation as may be required to enable Landlord to enforce the Exclusives

11.2 Character of Business. Tenant agrees to refrain from and to immediately discontinue at the request of Landlord the sale or rental of any item, the supply of any service, or the carrying on of any business, activity or practice, whether through advertising or selling procedures or otherwise, that does not, in Landlord's reasonable opinion, fall within the normal and permitted use and occupation of the Premises by Tenant, or which

may harm or reflect unfavorably on the Shopping Center, Landlord, or other tenants in the Shopping Center, or which may mislead, deceive or defraud the public.

11.3 Continued Conduct of Business. Landlord may suffer substantial damage if the Premises are left vacant during the Term, even if Tenant continues to pay all Rent as required. Accordingly, Tenant agrees to open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the Commencement Date and to occupy, operate and use the entire Premises throughout the Term in the active conduct of its business in a reputable, diligent and first class manner; provided, however, temporary closures due to damage, destruction or remodeling (not to exceed, however, thirty (30) days) shall be permitted.

11.4 Standards to be Adopted by Tenant. In the active and continued conduct of business in the Premises in accordance with Paragraph 11.3, Tenant agrees to: (a) keep Tenant's display windows and signs, if any, properly illuminated during such hours as Landlord reasonably requires; (b) use and keep in good order and condition fixtures, furnishings and equipment of first class quality; (c) not permit or suffer any machines selling merchandise, services or entertainment to be operated on the Premises unless expressly permitted in writing by Landlord; (d) refrain from any practice or conduct that has the effect of diverting sales and transactions which would otherwise result in Gross Sales from the Premises; (e) abide by all rules and regulations established by Landlord from time to time, including, without limitation, those relating to the timing, delivery and movement of goods and merchandise between the general shipping and receiving areas of the Shopping Center and the Premises; and (f) continuously conduct its business in the Premises in good faith during all hours on all days that the Shopping Center is open for business to the public, as determined by Landlord in its sole discretion. If Tenant fails to comply with the requirements of Paragraph 11.3 or this Paragraph 11.4, then in addition to any and all other rights and remedies of Landlord hereunder or at law or in equity, Tenant must pay to Landlord one-thirtieth (1/30) of the Minimum Monthly Rent for each day or portion thereof that Tenant fails to so comply. Such sum is in addition to, and not a part of, Minimum Monthly Rent otherwise due under this Lease.

11.5 Tenant's Signs.

(a) Tenant agrees to erect on or before the Commencement Date and maintain thereafter throughout the Term an identification sign or signs of a type, design and specifications, and only in a location or locations, approved by Landlord in writing. Such sign(s) must be constructed and maintained by Tenant in accordance with the sign criteria attached hereto as Exhibit D and applicable law, and must comply with any comprehensive sign plan or master sign program now or hereafter applicable to the Shopping Center. Tenant will keep its exterior sign(s) lit from dusk until dawn (or such shorter nighttime hours as Landlord expressly approves in its discretion).

(b) Except with the prior written approval of Landlord, Tenant may not place any sign, placard, lettering, handbills, posters, decorations or other advertising or written media or material either outside the Premises, or inside the Premises if visible from outside the Premises, or install or maintain in or about the Premises any radio or television aerial, antenna or means of sound reception or production. All signs of Tenant must be consistent with a standard of acceptability reasonably determined by Landlord.

(c) Tenant may install a dual-sided sign panel on the pylon sign located adjacent to the 101 Freeway and a dual sided sign panel on the entry sign on Northern Avenue; provided that Tenant pays the sum of Two Hundred Fifty and No/100 Dollars (\$250.00) per month for Lease Year 2 through Lease Year 10 of the Term; Two Hundred Seventy Five and No/100 Dollars (\$275.00) per month for Lease Year 11 through Lease Year 15 of the Term, plus the cost of Tenant's signage thereon. The monthly sums payable by Tenant for signage shall be considered Additional Rent. From time to time, Landlord may provide to Tenant an invoice for Tenant's pro rata share of the costs incurred by Landlord to maintain, repair and operate such pylon sign, and Tenant shall pay its pro rata share of such costs to Landlord, as Additional Rent, within thirty (30) days following receipt of Landlord's billing. Tenant's signage on such pylon sign shall be in the form set forth on Exhibit J. For purposes of this Section 11.5(c) only, Tenant's "pro rata share" shall mean a fraction, the numerator of which is the area of Tenant's sign panel on such pylon sign, and the denominator of which is the area of all occupant sign panels on such pylon sign. All sign renderings, materials and specifications shall be approved by Landlord prior to commencement of any installation work, such approval not to be unreasonably withheld. If Tenant (or its sign contractor) removes panel(s) from such pylon sign and does not simultaneously or immediately replace such panel(s), then Tenant, at its sole cost and expense, shall (or shall cause its sign contractor to) install temporary panel covers reasonably acceptable to Landlord that reasonably match the existing panel background color until the new panels are installed. Furthermore, should a removal of a panel expose any electrical components and/or internal wiring in the sign, such replacement temporary panel covers must be installed simultaneously with any panel removal.

11.6 Shopping Center Identification. Tenant agrees to use the name of the Shopping Center and such other words and symbols as Landlord may from time to time reasonably require in advertising Tenant's business conducted in and from the Premises.

11.7 Waste and Nuisance. Tenant may not commit or permit (a) any damage to the Premises; (b) any nuisance or other activity that might unreasonably disturb any person or interfere with any business conducted in the Shopping Center; (c) any act or practice that might damage the Shopping Center; (d) any odors, vapors, water, vibrations, noises or other undesirable effects to emanate from the Premises which, in Landlord's reasonable opinion, are objectionable; (e) the Premises to be used in any manner constituting a hazard or a violation of any insurance policy maintained by Landlord or Tenant, or for the use or storage of goods or materials which in Landlord's opinion are dangerous or hazardous; (f) the Premises to be used for the conduct of any illegal, offensive, noisy or dangerous trade, business, activity or occupation; or (g) any activity which physically interferes with the business of any other tenant or occupant of the Shopping Center. Tenant may not conduct or permit any auction sale

to be held on or about the Premises, either voluntarily or involuntarily. Tenant may not display merchandise, solicit business or permit merchandise to remain, outside the exterior walls and permanent doorway of the Premises. Upon notice from Landlord or its representatives, Tenant must immediately cease any conduct prohibited by this Paragraph 11.7.

11.8 Compliance with Law. Tenant agrees to promptly, at its sole expense, comply with and observe all requirements of law at any time in force during the Term that are applicable to Tenant, the Premises, the contents thereof or the activities therein, including, without limitation, statutes, ordinances, codes, rules, regulations, zoning stipulations, use permits, discretionary approvals, conditional use permits, business licenses and other legal directives. Tenant also agrees to comply at its expense with all requirements of any board of fire underwriters (or of any body having similar functions) or of any liability or fire insurance company insuring Landlord or Tenant at any time during the Term. If any alterations, additions, improvements or changes to the Premises are necessitated by reason of any of the foregoing, whether arising out of Tenant's specific use or occupancy, the general use, occupancy or condition of the Premises or the Shopping Center, whether the useful life thereof will exceed the remaining Term, and whether the area requiring work is readily accessible to Tenant, including, without limitation, the installation of fire extinguishing systems and equipment, or compliance with the Americans With Disabilities Act, Tenant must perform such alterations, additions, improvements and changes at its own expense, but subject to the approval of Landlord and to the provisions of Article 12.

11.9 Competition. During the Term, Tenant (including any related or affiliated entity, or entity under common ownership or control) may not directly or indirectly engage in a similar or competing business within a radius of five (5) miles from the outside boundary of the Shopping Center.

11.10 Landlord's Exclusive Covenant. Subject to the limitations set forth below, so long as Tenant is open for business in the Premises and conducting as a primary business in the Premises the operation of a restaurant selling, at retail, Mexican food under the trade name Jalapeno Inferno, Landlord agrees not to hereafter lease other space in the Shopping Center to a tenant or occupant whose ~~primary business includes~~ the operation of a ~~full-service (e.g. sit down, waiter/waitress service) restaurant serving~~ Mexican food ~~restaurant~~ ("Landlord's Exclusive Covenant"):

(a) Landlord's Exclusive Covenant terminates (i) upon the occurrence of a default by Tenant under this Lease remaining uncured after notice and expiration of applicable grace period, (ii) if Tenant assigns this Lease or sublets the Premises, (iii) if Tenant ceases conducting business operations in the Premises for the Permitted Use for a period in excess of thirty (30) days, or (iv) if a court of competent jurisdiction rules that Landlord's Exclusive Covenant violates applicable law. Further, Landlord's Exclusive Covenant terminates as to a particular item or items protected by Landlord's Exclusive Covenant if Tenant (or occupant) ceases to sell such item or items as part of its core business;

(b) Landlord's Exclusive Covenant does not apply to (i) any restaurant whose sales of Mexican food are thirty percent (30%) or less of such tenant's or occupant's revenues, (ii) other premises, (iii) pads, if any, constituting a part of the Shopping Center, (iv) any lease or occupancy agreement executed prior to the Effective Date, to other premises, or (v) to any amendment, extension, expansion, renewal or replacement of the foregoing, or to any assignment or subletting thereunder; and

(c) For purposes hereof, the operation of a restaurant selling, at retail Mexican food as a primary business, with respect to Tenant, shall mean that the greater of ninety percent (90%) or more of Tenant's Gross Sales are derived from, or ninety percent (90%) or more of the retail Floor Area of the Premises is dedicated by Tenant to, the operation of such primary business. ~~For purposes hereof, the operation of a restaurant selling, at retail, Mexican food as a primary business, with respect to a future tenant or occupant, shall mean that twenty percent (20%) or more of any future tenant's or occupant's revenues from the operation of such primary business conducted at such future tenant's or occupant's premises are derived from the operation of such primary business.~~

If Landlord breaches Landlord's Exclusive Covenant, which breach is not cured within ninety (90) days following the date Tenant notifies Landlord of such breach (such 90-day period is sometimes hereinafter referred to as the "Cure Period"), then Tenant, as its sole and exclusive remedy, shall pay, in lieu of Minimum Monthly Rent, an amount ("Exclusive Alternative Rent") equal to fifty percent (50%) of Minimum Monthly Rent, which payment shall commence from and after the expiration of the Cure Period and shall end on the earlier to occur of (x) the date such breach is cured, and (y) the date ("Exclusive Termination Date") twelve (12) calendar months following expiration of the Cure Period. During any period that Exclusive Alternative Rent is payable, Tenant shall continue to pay Additional Rent and any other charge required hereunder at the times specified herein, and Tenant shall continuously operate its business in the entire Premises during said period. In the event such breach is not cured on or before the Exclusive Termination Date, Tenant, as Tenant's sole and exclusive remedy, shall have the right to terminate this Lease, provided (a) Tenant has given Landlord thirty (30) days prior written notice of such termination, and (b) such termination notice is given within thirty (30) days of the Exclusive Termination Date and prior to the date such breach is cured. Failure of Tenant to exercise its termination right under this Paragraph 11.10 within the 30-day period prescribed above shall constitute a waiver of such right. If Tenant waives, or is deemed to have waived, its termination right set forth in this Paragraph 11.10, Tenant shall immediately commence paying full annual Minimum Monthly Rent, and shall continue to pay Additional Rent and any other charge required hereunder.

Notwithstanding the foregoing, if Landlord properly imposes the restriction set forth above in this Paragraph 11.10 on an occupant of the Shopping Center (i.e., Landlord includes such restriction in an occupant's lease or in an instrument recorded against such occupant's premises) and such occupant thereafter violates the restriction, then (i) Landlord shall, upon receipt of written notice of such violation from Tenant, use commercially reasonable efforts to attempt to cause such occupant to comply with the restriction (provided that Landlord will not be required to resort

to litigation or Lease termination), and (ii) if Landlord is unable to cause such occupant to comply with the restriction, such violation shall not constitute a default by Landlord under this Lease and Tenant shall have no rights or remedies against Landlord or under this Lease with respect to such violation. The exclusive rights granted under this Paragraph 11.10 are personal to Tenant, and shall not be assigned to nor inure to the benefit of any other party.

ARTICLE 12
MAINTENANCE, REPAIRS AND ALTERATIONS

12.1 Maintenance and Repair by Landlord

(a) Subject to the performance by Tenant of its obligations contained in this Lease, Landlord agrees to cause the following (to the extent not the obligation of Tenant under the express provisions of this Lease) to be reasonably maintained and repaired, and to make such replacements as Landlord determines are reasonably required: the Common Areas of the Shopping Center including all storm sewerage and drainage utilities and other Common Area utilities serving and located in the Shopping Center Common Areas from the point of connection at the Building wall of the Premises to the point where such maintenance becomes the responsibility of the applicable governmental authority; the exterior of the Premises (except to the extent Tenant's responsibility under Paragraph 12.2); and the roof, roof membrane, foundations, footings and structural portions of the Premises. The cost of such maintenance, repair and replacement will be included in Operating Costs, unless required or carried out under or pursuant to Paragraph 12.3, or necessitated by any act or omission of Tenant or those for whom Tenant is in law responsible and not covered by insurance proceeds actually received by Landlord, in either of which events Tenant is liable for the total cost thereof plus an additional fifteen percent (15%) for Landlord's overhead, which is due and payable by Tenant to Landlord on demand as Additional Rent.

(b) To the extent reasonably necessary for the performance of Landlord's obligations under this Paragraph 12.1 or any other provision of this Lease, Landlord may, subject to compliance with Article 23 so long as Tenant is not in default, enter the Premises or temporarily suspend the supply of any service or utility thereto.

(c) Tenant agrees to promptly notify Landlord of any damage to or deficiency or defect in any part of the Premises or the Shopping Center, and notwithstanding anything to the contrary contained in this Lease, Landlord has no liability for failure to make required maintenance, repair or replacement unless and until Tenant has notified Landlord in writing of the need therefor and Landlord has failed to commence and complete said maintenance, repair or replacement within a reasonable time period following receipt of Tenant's notice, which time period will in no event be shorter than the cure period specified in Article 22.

(d) Tenant waives the right to make or perform any maintenance, repair or replacement at the expense of Landlord, notwithstanding the provisions of applicable law now or hereafter in effect to the contrary.

12.2 Maintenance and Repair by Tenant

(a) Subject to Paragraphs 12.3 and 12.4, Tenant agrees, at all times during the Term, at its sole expense, to diligently maintain and repair in good order and first class condition and appearance, and to make all necessary replacements of, as reasonably determined by Landlord, the Premises and every part thereof including, without limitation, the entire store front, all glass, plate glass, windows and doors located within or in any perimeter wall of the Premises, all interior walls, floors and ceilings, and interior and exterior signs of Tenant, and all other improvements, fixtures, furnishings and appurtenances in, on or pertaining to the Premises including, without limitation, lighting, wiring, plumbing and electrical fixtures, and all HVAC and other equipment serving the Premises, regardless of whether located within the Premises or whether originally installed by Landlord or Tenant. If any such items jointly serve the Premises and other space, Landlord may, at its option, maintain, repair and replace the same and charge Tenant a pro rata portion of the cost thereof, as reasonably established by Landlord. Tenant shall contract and keep in force with a licensed service company approved by Landlord a service contract for the monthly maintenance of the HVAC. A copy of the service contract shall be furnished to Landlord within ten (10) days after the Commencement Date and a copy of any subsequent contract(s) shall be furnished upon request by Landlord from time to time during the Lease Term.

(b) Notwithstanding the foregoing, instead of Tenant contracting for the monthly maintenance of the HVAC, Landlord has the right (but not the obligation) to engage a contractor or contractors to periodically service, maintain and repair signs or HVAC equipment serving any or all premises located in the Shopping Center, and to charge the costs thereof directly to Tenant (if they involve only the Premises), or to include the costs thereof in Operating Costs.

(c) All trash and rubbish of Tenant must be deposited only in receptacles provided by Landlord and no other trash receptacles are permitted outside the Premises. Tenant shall break down all boxes prior to deposit in any trash dumpsters and Tenant shall not deposit liquids in the trash dumpsters. In addition, Tenant shall, at its sole cost and expense, comply with all present and future laws regarding the collection, sorting, separation, and recycling of waste products, garbage, refuse and trash. Tenant shall sort and separate such waste products, garbage, refuse and trash into such categories as provided by applicable laws. Each separately sorted category of waste products, garbage, refuse and trash shall be placed in separate receptacles reasonably approved by Landlord. Such separate receptacles may, at Landlord's option, be removed from the Premises in accordance with a collection schedule prescribed by applicable laws. Landlord reserves the right to refuse to collect or accept from Tenant any waste products, garbage, refuse or trash that is not separated and sorted as required by applicable laws, and to require Tenant to arrange for such collection at Tenant's sole cost and expense using a contractor satisfactory to Landlord. Landlord's trash receptacles will be emptied as a part of Operating Costs; provided, however, if

Tenant's use of Landlord's trash receptacles exceeds what is normal and customary for the Shopping Center as reasonably determined by Landlord, Tenant is liable for any resulting extra cost incurred by Landlord, which is due and payable by Tenant to Landlord on demand as Additional Rent. Tenant agrees to sweep as needed and keep the sidewalks and other areas immediately adjacent to the Premises free of refuse, snow and ice.

(d) If Tenant's business involves a restaurant or other food service operation, Tenant must install and periodically inspect and clean as often as necessary (not less often than once every six (6) months) grease traps as reasonably necessary to accommodate the requirements of Tenant's business and prevent the emanation of noxious odors from the Premises. Tenant agrees to furnish to Landlord copies of reports and paid invoices evidencing such periodic inspection and cleaning promptly following the performance of the work.

12.3 Landlord's Performance of Repairs at Expense of Tenant Notwithstanding any other provision of this Lease including, without limitation, Paragraph 12.2, all repairs and work that are Tenant's responsibility under this Lease, including those which, in the reasonable opinion of Landlord, either (a) affect any equipment or apparatus serving the Premises, whether or not located within the Premises, including, without limitation, Building shell electrical, mechanical, HVAC, or plumbing systems, or (b) affect fire alarm, fire sprinkler, or other life safety systems, the roof or roof membrane, the structure or the exterior appearance of the Premises or the Shopping Center, may at Landlord's option be performed by Landlord or its contractors, at Tenant's sole expense.

12.4 Tenant's Work & Alterations

(a) Tenant may not commence Tenant's Work or make any repairs, alterations, additions, replacements, decorations or improvements to any part of the Premises, or perform any work or activity contemplated by Paragraph 12.2, without obtaining Landlord's prior written consent. In addition to the requirements set forth in Exhibit C, prior to commencing any work Tenant must submit to Landlord for approval (1) details of the proposed work reasonably satisfactory to Landlord; (2) such indemnification against liens, damages and expenses as Landlord reasonably requires (including, without limitation, if so required by Landlord, lien and completion bonds or payment bonds in amounts and on terms specified by Landlord); (3) evidence satisfactory to Landlord that Tenant has obtained, at its own expense, all necessary consents, permits and licenses from all governmental authorities having jurisdiction; (4) evidence reasonably satisfactory to Landlord that Tenant has the financial resources to pay for all of the proposed work; and (5) a list of all contractors and subcontractors being used. Notwithstanding the foregoing, Tenant may make interior non-structural alterations to the Premises not in excess of Five Thousand Dollars (\$5,000) in any calendar year without Landlord's consent, provided that such alterations do not affect the HVAC, plumbing, electrical, fire and other building systems serving the Premises or the Building or affect any warranties in favor of Landlord with respect to portions of the Premises Landlord is obligated to maintain and repair. If Tenant will be performing alterations that do not require Landlord's consent, Tenant shall notify Landlord of same in writing at least ten (10) days prior to the commencement of such alterations and shall, concurrent with such notice, provide Landlord with a written description of such alterations and copies of any plans and specifications that were prepared with respect to such alterations.

(b) All work described in subparagraph 12.4(a) must be performed (1) at the sole expense of Tenant; (2) by licensed and competent contractors and workmen reasonably acceptable to Landlord; (3) in a good and workmanlike manner, and using materials properly fit for the purpose; (4) in accordance with drawings, plans and specifications approved in writing by Landlord, and applicable law; (5) subject to such rules, conditions and restrictions as may be reasonably imposed by Landlord; and (6) in such manner as does not void any contractor's, manufacturer's or supplier's warranties existing in favor of Landlord. Upon completion, Tenant agrees to record a Notice of Completion in the County where the Premises are located, as required or permitted by law, and to provide Landlord with "as-built" plans, proof of payment for all labor and materials, and unconditional lien waivers from Tenant's contractor and all subcontractors and suppliers who furnished labor and/or materials in connection with such work.

(c) Any repair, replacement, alteration, addition, decoration, improvement or work made or done by Tenant without the prior written consent of Landlord, or that is not made in accordance with the drawings, plans and specifications approved by Landlord, must, if requested by Landlord, be removed promptly by Tenant at Tenant's own expense and the Premises restored to their previous condition.

12.5 Liens. Tenant agrees to keep the Premises and the Shopping Center free from any mechanics', materialmen's, or other liens arising out of work performed, material furnished or obligations incurred due to the acts or omissions of Tenant or parties for whom Tenant is in law responsible. If any such liens or claims of lien attach or are filed, Tenant must, within five (5) days after Tenant has notice thereof, procure the discharge thereof by payment or by giving security or taking such other action as may be required by Landlord or applicable law. Notice is given that neither Landlord nor Landlord's interest in the Premises is liable or responsible to persons who furnish material or labor to Tenant.

12.6 Notice of Commencement of Work. Tenant agrees to give Landlord at least ten (10) days' prior written notice before the commencement of any work in the Premises described in Paragraph 12.4 in order to allow Landlord, at its option, to post and record appropriate notices of non-responsibility with respect to such work.

ARTICLE 13
UTILITIES

Tenant agrees to pay before delinquency all charges for water, gas, heat, electricity, power, telephone, trash removal, and all other services or utilities used in, upon, or about the Premises by Tenant or any of Tenant's subtenants, licensees, or concessionaires during the Term. Any security deposit or connection charges required by

any utility company must be paid by Tenant. Utilities and services not separately metered will be included in Operating Costs. However, if Tenant's usage of electricity or water in the Premises, as reasonably estimated by Landlord, exceeds the average usage of all tenants, Landlord may, at Tenant's cost, cause electricity or water used in the Premises to be separately metered to Tenant (by installation of a submeter or otherwise), and Tenant agrees to pay when due either directly to the utility supplier(s) (or to Landlord if the utility is sub-metered) all charges for such utilities. Landlord is not liable in damages or otherwise for any failure or interruption of any utility supplied to the Premises or the Shopping Center and no such failure constitutes a constructive or actual eviction or a breach of any covenant for quiet enjoyment or any other covenant of Landlord contained in this Lease, or entitles Tenant to terminate this Lease. At all times during the Term, Landlord has the right to select the utility company or companies that provide electric and other utility services to the Premises and, subject to all applicable laws, Landlord has the right at any time and from time to time during the Term to either (a) contract for services (at a rate reasonably determined by Landlord) from electric and other utility service provider(s), including, without limitation, a utility service provider that is owned, controlled or affiliated with Landlord or its principles, other than the provider(s) with which Landlord has a contract as of the Effective Date (the "Current Provider(s)"), or (b) continue to contract for services from the Current Provider(s). Tenant agrees at all times to cooperate with Landlord and any electric or other utility service provider with which Landlord has contracted and, as reasonably necessary, to allow Landlord or such service provider reasonable access to any electric lines, feeders, risers, wiring, conduit, piping and any other machinery, systems and equipment within the Premises.

ARTICLE 14
DAMAGE, DESTRUCTION, TERMINATION AND RENT ABATEMENT

14.1 Damage or Destruction of Premises

(a) If the Premises are at any time damaged or destroyed as a result of a casualty fully insured against by Landlord pursuant to Article 15, and if, as a result of such occurrence, the Premises are rendered untenantable in whole or in part, this Lease will continue in full force and effect and Landlord will, subject to the remaining provisions of this Article 14, commence and diligently complete the reconstruction, rebuilding, repairing, replacement and restoration (collectively, "Restoration") of the Premises to the extent only of Landlord's Work set out in Exhibit C hereto ("Landlord's Work") and exclusive of Tenant's Work described therein. In such event, Rent payable by Tenant under this Lease abates but only to the extent that Landlord actually receives proceeds on account thereof from loss of rents insurance, if any, maintained by Landlord under Paragraph 15.5(c). If damage or destruction occurs to the Premises that does not render the Premises untenantable in whole or in part, this Lease continues in full force and effect, the Rent payable by Tenant does not abate, and Landlord will, subject to the remaining provisions of this Article 14, commence and diligently complete the Restoration of the Premises as described above. Tenant is in no event entitled to any compensation or damages from Landlord for the loss of the use of the whole or any part of the Premises, Tenant's personal property or the Shopping Center, or for any inconvenience suffered by reason of damage or destruction thereto, or the reconstruction or replacement thereof.

Tenant waives any statutory or other right of Tenant to terminate this Lease as a result of damage or destruction to the Premises or the Shopping Center, including, without limitation, Arizona Revised Statutes Section 33-343.

(b) Upon notification to Tenant that Landlord's Work has been substantially completed, Tenant must promptly complete all Tenant's Work including, without limitation, such work as is set out in Exhibit C, and all work required to fully restore the Premises for business fully fixtured, stocked and staffed in accordance with the requirements of this Lease (without the benefit of any allowance or payments, if any, made at the time of original construction by Landlord to Tenant in connection with the work described in Exhibit C). Tenant must complete its work diligently and open for business at the Premises within one hundred eighty (180) days, and upon the earlier to occur of Tenant's reopening for business or the expiration of said period, any rental abatement otherwise described herein will terminate.

14.2 Damage or Destruction in Shopping Center - Termination. Notwithstanding anything contained in this Article 14 to the contrary, if (a) the Premises or Building are damaged or destroyed by fire or other casualty to the extent of ten percent (10%) or more of the then full replacement cost thereof; or (b) the Premises or Building are damaged or destroyed by fire or other casualty to any material extent in the last three (3) years of the Lease Term; or (c) the Common Areas or other portions of the Shopping Center are damaged or destroyed as a result of fire or other casualty to the extent of ten percent (10%) or more of the then full replacement cost thereof, regardless of whether the Premises are affected by such casualty; or (d) the cost to Landlord of the Restoration of the Premises, the Common Areas or the Shopping Center, as the case may be, by Landlord's reasonable estimate, exceeds the proceeds of insurance available to Landlord for such purpose by more than five percent (5%); or (e) any Mortgagee refuses to allow insurance proceeds recoverable in the event of such damage or destruction to be applied to Restoration, Landlord may, at its option, by notice in writing to Tenant, terminate this Lease. In the event of such termination, the Term expires on the thirtieth (30th) day after such notice is given, at which time Tenant must vacate and surrender the Premises to Landlord, and all Rent is due and payable without reduction or abatement through the date of termination, unless the Premises have been damaged or destroyed, in which event the provisions of Paragraph 14.1 as to abatement of Rent are applicable.

14.3 Damage or Destruction in Shopping Center - Non-Termination. If Landlord does not exercise its option to terminate this Lease upon the occurrence of any event described in Paragraph 14.2, this Lease continues in full force and effect, there is no abatement of Rent except as otherwise expressly provided in Paragraph 14.1, and Landlord and Tenant agree to commence and diligently complete the Restoration of the Shopping Center and the Premises, respectively, as provided above.

14.4 Obligation of Landlord to Rebuild Conditional. The obligation of Landlord to repair and rebuild pursuant to this Article 14 is conditioned upon Landlord's full recovery of insurance proceeds from its insurers

(subject to any deductible agreed to by Landlord), and upon Landlord's obtaining all necessary permits and other regulatory approvals required for the Restoration.

ARTICLE 15
INSURANCE

15.1 Tenant's Insurance. Tenant agrees, from the date Tenant first occupies the Premises for any purpose and thereafter throughout the Term, at its sole expense, to procure and maintain in full force and effect the following:

(a) Property insurance, including boiler and machinery coverage, on all property owned by Tenant, or for which Tenant is responsible or legally liable whether pursuant to the terms of this Lease or otherwise, or which is installed by or on behalf of Tenant in the Premises, including, without limitation, stock-in-trade, furniture, fixtures, heating, ventilating and air conditioning equipment serving the Premises, storefront, glass, plate glass, boiler/machinery and anything in the nature of leasehold alterations, additions or improvements. The perils insured against must include all risks of direct physical loss or damage. Tenant's property insurance must (1) be written on the broadest available "causes of loss" - "special form" policy form for no less than one hundred percent (100%) of the full replacement cost (new without deduction for depreciation or physical deterioration) of the covered items and property, (2) be written in amounts of coverage that meet any coinsurance requirements of the policy or policies, (3) include sprinkler leakage coverage, and (4) not contain an exclusion for acts of terrorism. The relevant policies may not have a deductible or self-insured retention in excess of Twenty-five Thousand Dollars (\$25,000.00). Landlord, Mortgagee and such other party or parties as Landlord requires must be identified as "insureds as their interests may appear" under Tenant's property insurance;

(b) Commercial general liability insurance written on an "occurrence" policy form and covering liability for death or bodily injury, personal injury (including, without limitation, advertising injury), and property damage in any one accident, mishap or casualty arising out of or relating, directly or indirectly, to Tenant's business operations, conduct, assumed liabilities or use or occupancy of the Premises, the Common Areas or any other part of the Shopping Center utilizing ISO policy form CG 001 or its equivalent. Such coverage must include the activities and operations conducted by Tenant and any other person on the Premises, and by Tenant and any other person performing work on behalf of Tenant, or any person for whom Tenant is in law responsible, in any other part of the Shopping Center. The relevant policies must be written on a comprehensive basis with combined single limit coverage of not less than Two Million Dollars (\$2,000,000.00) for each occurrence or accident, or such higher limits as Landlord, acting reasonably, or any Mortgagee, requires from time to time, and must contain a severability of interests clause and a cross-liability clause protecting Landlord and Mortgagee against claims by Tenant and others as if Landlord and Mortgagee were separately insured. The relevant policies may not have a deductible or self-insured retention in excess of Twenty-five Thousand Dollars (\$25,000.00). The relevant policies must provide that the insurance carrier(s) have the duty to defend any legal proceeding filed against Landlord seeking damages on account of bodily or personal injury, advertising injury or property damage liability even if any of the allegations of such legal proceedings are groundless, false or fraudulent and that all costs of defense will be paid in addition to and not as part of the policy limits. All liability policies must contain a provision that Landlord and Mortgagee, although named as an additional insured, shall nevertheless be entitled to recovery under the policy for any loss occasioned to such parties by reason of the negligence of Landlord, Tenant or any other additional insureds. Tenant's liability insurance coverage under this subparagraph 15.1(b) must also include the broadest available form of contractual liability coverage, which must provide coverage to the maximum extent possible of Tenant's indemnification obligations under this Lease. (If the Permitted Use set forth in Paragraph 1.12 of this Lease includes the sale of alcoholic beverages, Tenant's liability insurance coverage under this subparagraph 15.1(b) must also include coverage for employer's liability, host liquor liability, legal liquor liability and so-called "dram shop" liability coverage with a combined single limit of not less than Five Million Dollars (\$5,000,000) per occurrence. At least One Million Dollars (\$1,000,000) of such insurance must be primary coverage and the remaining Four Million Dollars (\$4,000,000) of such coverage may be pursuant to an umbrella excess liability policy);

(c) Motor vehicle liability insurance providing third party liability insurance with combined limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury or property damage, and accident benefits insurance, covering all owned, non-owned and hired vehicles;

(d) Business Income/Business Interruption insurance and extra expense coverage (collectively, "Business Income Insurance") with coverage amounts that will reimburse Tenant for all direct and indirect loss of income, and charges and costs incurred, arising out of all named perils insured against by Tenant's property insurance coverage, including prevention of, or denial of use or access to, all or parts of the Premises as a result of those named perils. Tenant's Business Income Insurance must provide coverage for no less than twelve (12) months of the loss of income, charges, and costs contemplated under this Lease;

(e) Workers' compensation insurance with an insurance carrier and in amounts required by applicable governmental authority and a policy of employer's liability insurance with limits of liability not less than One Million Dollars (\$1,000,000.00), each accident; One Million Dollars (\$1,000,000.00), disease policy limit; and One Million Dollars (\$1,000,000.00) disease each employee. Both such policies shall contain waivers of subrogation in favor of Landlord. If Tenant maintains a policy of umbrella or excess liability insurance, such policy must also provide umbrella or excess liability coverage for Tenant's policy of employer's liability insurance; and

(f) Such other insurance, in such amounts and insuring such risks or perils, as Landlord or Mortgagee may reasonably require from time to time.

15.2 General Provisions for Tenant's Insurance.

(a) The obligations of Tenant set forth in this Article 15 are independent of Tenant's waiver, indemnification or other obligations under this Lease and will not be construed or interpreted in any way to restrict, limit or modify Tenant's waiver, indemnification or other obligations or to in any way limit Tenant's liability under this Lease.

(b) All insurance of Tenant must contain an endorsement waiving subrogation rights that Tenant's insurers may otherwise have against Landlord and against those for whom Landlord is in law responsible, regardless of whether any damage or loss is caused by acts, omissions or negligence of Landlord or those for whom Landlord is in law responsible.

(c) All insurance policies of Tenant must (1) be issued by insurance companies acceptable to Landlord authorized to do business in the State in which the Shopping Center is located, and rated with a Financial Strength Rating of not less than A- (Excellent) and a Financial Size Category of not less than VIII by A. M. Best Company, or equivalent; (2) name Landlord, Mortgagee, Landlord's property manager and such other party or parties as Landlord requires as additional insureds on ISO Form CG 20 26 11/85 or equivalent; (3) be in a form satisfactory to Landlord; (4) as to the Premises, be noncontributing with, and apply only as primary and not as excess to, any other insurance available to Landlord or Mortgagee; and (5) not be invalidated with respect to the interests of Landlord or of any Mortgagee by reason of any breach or violation of any warranties, representations, declarations or conditions contained in the policies.

(d) All insurance policies of Tenant must contain an undertaking by the insurers to notify Landlord and any Mortgagee, in writing, not less than thirty (30) days prior to any material change, cancellation or termination thereof.

(e) Tenant agrees to deliver to Landlord, prior to occupying the Premises for any purpose and thereafter from time to time, such evidence that Tenant's insurance is in place and fully paid for in advance, as Landlord reasonably requires.

(f) Tenant agrees to promptly pay all premiums due on insurance to be carried by it under this Lease and not to carry any stock of goods or have or do anything on the Premises that would impair or invalidate the obligation of any insurer, whether of Landlord or of Tenant. Tenant agrees to prosecute promptly and diligently the recovery of all insurance claims.

(g) For purposes of Paragraph 15.1, Landlord's good faith determination of full replacement cost is conclusive. However, the types of insurance and the limits of insurance to be maintained by Tenant under this Lease do not limit the liability of Tenant, and the failure of Landlord to require additional insurance coverage does not relieve Tenant from any obligations under this Lease.

(h) Landlord may, in its sole discretion, utilize the services of a third party to monitor Tenant's compliance with Tenant's obligations set forth in this Article 15 (such third-party being referred to herein as the "Insurance Monitor"). Such monitoring includes, without limitation, (i) ensuring that Tenant has obtained the appropriate types of insurance and that such insurance has the required policy limits and endorsements, (ii) ensuring that Tenant has obtained appropriate certificates of insurance or other evidence of insurance, (iii) ensuring that Tenant has timely paid the premiums for its insurance policies and that Tenant timely renews its insurance policies, and (iv) periodic auditing of Tenant's insurance policies to ensure compliance with the terms of the Lease. Tenant agrees that it shall comply with all registration requirements of such Insurance Monitor (at no out-of-pocket cost or expense to Tenant), which may include, without limitation, contact information for Tenant and its insurance agent. Tenant further agrees that, within three (3) days following written request by either Landlord or the Insurance Monitor, Tenant shall provide to Landlord and the Insurance Monitor (through the use of the Insurance Monitor's website, or via delivery of documentation in accordance with the notice provisions of this Lease, as determined by Landlord and/or the Insurance Monitor) any and all information and/or documentation requested by Landlord and/or the Insurance Monitor to ensure Tenant's compliance with its obligations in this Article 15.

15.3 Increase in Landlord's Insurance Premiums. Tenant agrees not to keep upon the Premises any article or conduct upon the Premises any activity that may be prohibited by insurance policies in force from time to time covering the Premises or the Shopping Center. If Tenant's occupancy of, or conduct of activities from or on, the Premises, whether or not Landlord has consented to the same, or any act or omission of Tenant in the Premises or the Shopping Center, causes any increase in premiums for insurance carried by Landlord, Tenant agrees to pay such increase as Additional Rent within ten (10) days following Landlord's demand. In determining whether increased premiums are a result of Tenant's occupancy, conduct, acts or omissions, Landlord's good faith determination is conclusive.

15.4 Cancellation or Reduction of Insurance. If any insurance policy or coverage on the Shopping Center is cancelled, reduced or not renewed, or threatened to be cancelled, reduced or not renewed, by reason of the use and occupation of the Premises or any part thereof, and if Tenant fails to remedy the conditions giving rise to such cancellation, reduction, nonrenewal, or threat thereof, within forty-eight (48) hours after notice thereof by Landlord, Landlord may, at its option, either:

(a) declare Tenant in default under this Lease whereupon the provisions of Paragraph 21.2 are immediately applicable, without further demand or notice; or

(b) enter upon the Premises and remedy the condition giving rise to such cancellation, reduction, nonrenewal or threat thereof, in which event Tenant agrees to pay to Landlord on demand as Additional Rent the costs thereof plus fifteen percent (15%) for Landlord's overhead.

Landlord is not liable for any damage or injury caused to any property of Tenant or of others located on the Premises as a result of the exercise of any of the foregoing remedies.

15.5 Landlord's Insurance. Landlord agrees to procure and maintain in force throughout the Term:

(a) Property insurance on the Shopping Center (excluding, in the discretion of Landlord, foundations, excavations and the improvements and property that Tenant is obligated to insure under this Lease) in such amounts and covering such hazards as Landlord from time to time reasonably determines. The perils insured against may include such additional perils as may from time to time be required by Landlord or any Mortgagee;

(b) Commercial general liability (bodily injury and/or property damage - combined single limit) insurance with respect to Common Areas of the Shopping Center and all activities therein and uses thereof, coverage to include Landlord and those for whom Landlord is in law responsible. Such policy may be written on a comprehensive basis with such limits or deductions for each occurrence or accident as may from time to time be required by Landlord or any Mortgagee; and

(c) Such other insurance, in such amounts and insuring such risks or perils, as may from time to time be reasonably required by Landlord or any Mortgagee.

All or portions of Landlord's insurance may be carried pursuant to a master policy of insurance or so-called blanket policy of insurance covering other locations of Landlord or its corporate affiliates, or any combination thereof. As to the Common Area of the Shopping Center, Landlord's policy of liability insurance must be non-contributing with, and apply only as primary and not as excess to, any other insurance available to Tenant.

15.6 No Insurable Interest in Landlord's Insurance. Notwithstanding any contribution by Tenant to Landlord's insurance premiums as provided in this Lease, no insurable interest is conferred upon Tenant under policies carried by Landlord and Landlord is in no way accountable to Tenant regarding the use of any insurance proceeds arising from any claim.

15.7 Mutual Waiver of Subrogation. Tenant releases Landlord and Landlord's officers, directors, members, partners, agents, employees, lenders, and independent contractors and all persons and entities claiming through any of these persons or entities (collectively "Landlord Group"), and Landlord releases Tenant and Tenant's officers, directors, members, partners, agents, employees, lenders, and independent contractors and all persons and entities claiming through any of these persons or entities (collectively "Tenant Group"), from liability for loss or damage to property arising out of or incident to any peril required to be insured against in this Lease. If such loss or damage to a party's property occurs, such party agrees to look solely to its insurance for recovery. This release is not limited by the amount of insurance carried or required to be carried under this Lease or by any deductibles applicable thereto, or invalidated by a party's failure to carry insurance. This release is applicable even if the loss or damage is caused by the fault or negligence of any member of Landlord Group or Tenant Group, as the case may be. Each party agrees to obtain from its insurance carriers a waiver of subrogation clause or endorsement consistent with the foregoing.

15.8 Waivers. To the fullest extent permitted by law, Tenant, on behalf of Tenant Group, assumes all risk with respect to, and waives all claims against Landlord Group arising from, and Landlord Group is released from liability for (a) bodily injury, personal injury, and property damage (as such terms are defined in the then most current form of commercial general insurance issued by Insurance Services Office, Inc.) occurring in, upon, at or relating to the Shopping Center; (b) loss of or damage to property of Tenant Group by theft or otherwise; (c) bodily injury to an employee of any member of Tenant Group arising out of and in the course of employment of the employee and occurring anywhere in, on or about the Shopping Center; (d) interruption or stoppage of any utility service or damage to persons or property arising therefrom; (e) any latent defect in construction of the Shopping Center; or (f) damages, injuries or interference with Tenant's business, loss of occupancy or quiet enjoyment or any other loss resulting from Landlord's entry upon the Premises in accordance with this Lease.

15.9 Indemnities. To the fullest extent permitted by law, Tenant agrees, at Tenant's sole expense, to indemnify, defend and hold harmless Landlord Group for, from and against any and all claims, actions, damages, liabilities, losses (including loss of rents), attorneys' fees, costs and expenses whatsoever including, without limitation, those in respect of loss of life, bodily injury, personal injury, advertising injury or damage to property, arising from (a) any bodily injury, personal injury or property damage occurring in, upon, at or relating to the Premises; (b) bodily injury to an employee of any member of Tenant Group arising out of and in the course of employment of the employee and occurring anywhere in, on or about the Shopping Center; (c) the use or occupancy of the Premises or the conduct or management of any business therein; (d) subject to the waiver of subrogation provisions of this Lease, any act, error, omission or negligence of any member of Tenant Group in, on or about the Shopping Center; (e) any breach or default by Tenant in the full and prompt payment and performance of its obligations contained in this Lease, or any misrepresentation made by Tenant or any Guarantor; (f) damages sustained by Landlord as a result of any holdover by Tenant, including, without limitation, claims of any successor lessee resulting from a delay by Landlord in delivering possession of the Premises to such lessee; (g) liens or encumbrances arising out of any work performed or materials furnished by or at the direction of Tenant; (h) commissions or other compensation or charges claimed through Tenant by any real estate broker or salesperson (other than the Broker(s) specified in Paragraph 1.15); and (i) any matter enumerated in Paragraph 15.8.

Notwithstanding anything in the foregoing to the contrary, the Indemnities set forth in this Paragraph 15.9 shall be limited to Tenant's gross negligence and willful misconduct only. The obligations of Tenant contained in this Paragraph 15.9 survive the expiration or earlier termination of this Lease.

ARTICLE 16
ASSIGNMENT AND SUBLETTING

16.1 Restriction on Transfers. Tenant may not, either voluntarily or by operation of law, assign, mortgage, encumber or hypothecate this Lease or any interest therein, or permit the use of the Premises by any person or persons other than Tenant (the agents and employees of Tenant excepted), or sublet the Premises or any part thereof, without in each instance obtaining Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion. If Tenant is a corporation, partnership, limited liability company or other entity, any transfer or assignment of this Lease by Tenant pursuant to any merger, consolidation or liquidation (unless the original-named Tenant continues to own at least fifty-one percent (51%) of the surviving entity), or any change in the effective ownership, voting or operating control of such entity from that existing as of the Effective Date, constitutes an assignment for purposes of this Lease. The consent by Landlord to any assignment or subletting does not release Tenant from the obligation to obtain the consent of Landlord to any further assignment or subletting. Any assignment or subletting to which Landlord consents must be evidenced by a written instrument in form satisfactory to Landlord executed by Tenant and the transferee, and an original thereof delivered to Landlord. Tenant's request for Landlord's consent under this Paragraph 16.1 must be accompanied by a non-refundable payment of \$1,500 to defray Landlord's costs incurred in connection with the review and consideration of such request, including legal and accounting fees.

16.2 Tenant's Liability Not Released. Notwithstanding any permitted assignment or subletting, the original-named Tenant, any and all Guarantors, and any and all assignees of Tenant's interest under this Lease remain fully liable for all obligations of the "Tenant" under this Lease, jointly and severally.

16.3 Excess Rentals. If Tenant or any assignee or sublessee assigns this Lease or sublets the Premises or any portion thereof for a rental or other consideration greater than that paid by Tenant to Landlord, such excess must be paid to Landlord as and when received by Tenant or such assignee or sublessee.

16.4 Void Transfers. Any sale, assignment, mortgage or transfer of this Lease or subletting of the Premises by Tenant that does not comply with the provisions of this Article 16 constitutes a default under this Lease and is, at Landlord's option, voidable.

16.5 Recapture. If Tenant proposes to assign Tenant's interest in this Lease, Landlord may, at Landlord's option, upon notice to Tenant within thirty (30) days after Landlord's receipt of Tenant's request for consent, elect to recapture the Premises, and within sixty (60) days after notice of such election has been given to Tenant, this Lease will terminate. If Tenant proposes to sublet all or any part of the Premises, Landlord may, at Landlord's option, upon notice to Tenant within thirty (30) days after Landlord's receipt of Tenant's request for consent, elect to recapture such portion of the Premises as Tenant proposes to sublet, and within sixty (60) days after notice of such election has been given to Tenant, this Lease will terminate as to the portion of the Premises recaptured. If only a portion of the Premises is recaptured, the Minimum Monthly Rent payable under this Lease will be proportionately reduced. If all or a portion of the Premises is recaptured by Landlord pursuant to this Paragraph 16.5, Tenant will promptly execute a termination agreement for the purpose of setting forth the termination date with respect to the Premises or the recaptured portion thereof, and prorating the Minimum Monthly Rent and other charges to such date. If Landlord does not elect to recapture as set forth above, Tenant may thereafter enter into a valid assignment or sublease with respect to the Premises, provided that Landlord consents pursuant to this Article 16, and provided, further, that (i) such assignment or sublease is executed within ninety (90) days after Landlord has given Landlord's consent, (ii) Tenant pays all amounts owed to Landlord under this Lease, and (iii) there is not in existence an event of default continuing uncured after notice and expiration of applicable grace period as of the effective date of the assignment or sublease.

ARTICLE 17
SALE BY LANDLORD

Upon the sale, transfer, assignment or disposal of all of Landlord's interest in the Premises, the Shopping Center or this Lease, Landlord is relieved of all liability thereafter accruing under this Lease, and Landlord's successor in interest is deemed, without any further agreement between the parties, to have assumed and agreed to carry out the covenants and obligations of Landlord under this Lease. Any security deposit or prepaid rent paid by Tenant may be transferred by Landlord to Landlord's successor in interest, whereupon Landlord is discharged from any further liability with respect thereto. This Lease is not affected by any sale, transfer, assignment or disposal of Landlord's interest, and Tenant agrees to attorn to Landlord's purchaser or assignee. This Lease may be assigned by Landlord to any Mortgagee as security.

ARTICLE 18
SUBORDINATION AND ATTORNMENT

18.1 Subordination. This Lease is automatically subject and subordinate to any ground lease or other underlying leasehold interest, to the lien of any mortgage, deed of trust or other security device previously or hereafter placed upon the Premises or the Shopping Center, to any and all advances made or to be made thereunder, to the interest on the obligations secured thereby, to all renewals, replacements and extensions thereof, and to any easements, covenants, conditions, restrictions, or other matters of record now or hereafter imposed upon all or any portion of the Shopping Center. Tenant agrees not to violate any such superior instrument. If any proceedings are brought for default under any such ground lease or underlying leasehold interest, or in the event of foreclosure or the

exercise of the power of sale under any such mortgage, deed of trust or other security device, Tenant agrees to attorn to the purchaser of the Premises at such foreclosure or sale and recognize such purchaser as landlord under this Lease. If any Mortgagee elects to have this Lease superior to its mortgage or deed of trust and gives notice of such election to Tenant, then this Lease thereupon becomes superior to the lien of such mortgage or deed of trust.

18.2 Further Documentation. Tenant agrees to execute and deliver within ten (10) days following Landlord's written demand, without charge, such further instruments evidencing the subordination of this Lease as may be required by Landlord or any ground lessor, Mortgagee or purchaser of the Premises or the Shopping Center or any portion thereof, provided that such ground lessor, Mortgagee or purchaser agrees not to disturb Tenant's possession of the Premises so long as Tenant is not in default under this Lease. Tenant's failure to execute and deliver said instruments within said 10-day period constitutes a default under this Lease, whereupon the provisions of Paragraph 21.2 are immediately applicable without further demand or notice.

18.3 Superior Documents. Tenant acknowledges that the Premises and Tenant's rights of occupancy under this Lease are subject and subordinate to certain recorded documentation (herein collectively referred to as the "Superior Documents"), including, without limitation, that certain (i) Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Parke West Development recorded January 23, 2006, in the Official Records of Maricopa County, Arizona as Instrument No. 20060098955; and (ii) all amendments, modifications, extensions, renewal, replacements and supplements thereto, which affect the Shopping Center, whether entered into before or after this Lease. Tenant, on behalf of itself and its officers, directors, principals, employees, suppliers, agents, contractors, licensees and invitees, agrees not to breach or violate the Superior Documents or any additional documentation promulgated under the authority of the Superior Documents. Any such breach or violation constitutes a default under this Lease. Notwithstanding anything to the contrary in this Lease, in the event the Superior Documents designate a party other than Landlord to be responsible for, or to perform, obligations of Landlord with respect to the Shopping Center (e.g., maintenance of Common Areas or other improvements in the Shopping Center), then Landlord's sole obligation with respect to such matters shall be to use commercially reasonable efforts to enforce such controlling party's obligations under the Superior Documents.

ARTICLE 19 ESTOPPEL CERTIFICATES

19.1 Tenant's Certification. Tenant agrees to execute, acknowledge and deliver to Landlord within five (5) days following Landlord's request a statement in writing in substantially the form of Exhibit E attached hereto (or in such other form as is required by a prospective purchaser or Mortgagee) certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and stating such modifications); (b) the dates to which the Rent has been paid in advance, if applicable; (c) that Tenant has accepted possession of the Premises; (d) the Commencement Date and expiration date of the Term; (e) that Landlord is not in default under this Lease (or if Tenant claims such a default, the nature thereof); (f) that Tenant claims no offsets against Rent; and (g) such other information as Landlord or any prospective purchaser or Mortgagee reasonably requires. Any such statement delivered pursuant to this Paragraph 19.1 may be relied upon by any prospective purchaser, Mortgagee or assignee of any Mortgagee of the Premises or the Shopping Center.

19.2 Tenant's Failure to Respond. Tenant's failure to deliver the statement required under Paragraph 19.1 within such 5-day period is conclusive upon Tenant (a) that this Lease is in full force and effect, without modification except as may be represented by Landlord; (b) that there are no uncured defaults in Landlord's performance; (c) that not more than one month's Minimum Monthly Rent has been paid in advance; and (d) that all other matters to be certified by Tenant pursuant to Landlord's written request are true and correct as stated in said request, as of the date thereof. In addition, such failure, at Landlord's option, constitutes a default under this Lease whereupon the provisions of Paragraph 21.2 are immediately applicable without further demand or notice.

19.3 Financial Statements and Financing. Prior to execution of this Lease, and if at any time during the Term Landlord desires to sell, finance or refinance the Shopping Center or any part thereof, Tenant agrees within ten (10) days following Landlord's request to deliver to Landlord or to any Mortgagee designated by Landlord, such financial statements of Tenant (including any Guarantor of Tenant's obligations under this Lease) as may be reasonably required by Landlord or such Mortgagee, to be used for the purpose of evaluating Tenant's financial condition. All such financial statements need not be prepared in accordance with generally accepted accounting principles, but must be prepared on a tax basis, consistently applied, and must be certified to be true and correct by Tenant (and such Guarantors, if applicable). Landlord is authorized at any time and from time to time to obtain and review Tenant's credit history and the credit history of any Guarantor of this Lease based on information provided by a credit reporting agency.

ARTICLE 20 EMINENT DOMAIN

20.1 Definition of Taking. The term "Taking" means an appropriation or taking under condemnation or the power of eminent domain by any public or quasi-public authority or a voluntary sale or conveyance in lieu or under threat thereof.

20.2 Total Taking of the Premises. If there is a Taking of the entire Premises, this Lease terminates as of the date possession is delivered to the condemning authority, and Landlord and Tenant are each released from any liability accruing pursuant to this Lease after said termination.

20.3 Partial Taking of the Premises. If there is a Taking of more than twenty-five percent (25%) of the floor area of the Premises, or, regardless of the amount taken, if the remainder of the Premises is not one undivided parcel of property, either Landlord or Tenant may terminate this Lease as of the date Tenant is required to vacate a

portion of the Premises, upon giving written notice of such election not later than thirty (30) days prior to the date possession is delivered to the condemning authority.

20.4 Taking of Shopping Center. If there is a Taking of (a) more than ten percent (10%) of the floor area of all buildings in the Shopping Center, (b) of any portion of the Shopping Center and Landlord reasonably determines that it would not be economically viable to operate the remainder of the Shopping Center or if a Mortgagee elects to require the application of an award or payment for the Taking to reduce the indebtedness of such mortgage, and Landlord is unable or unwilling to refinance such mortgage, or (c) a portion of the Shopping Center results in noncompliance with the requirements of applicable governmental authority for parking, storm water retention, drainage, open space, or similar matters, regardless of whether any portion of the Premises is so taken, then Landlord may terminate this Lease as of the date of such Taking by giving Tenant written notice of such election not later than thirty (30) days prior to the date possession is delivered to the condemning authority.

20.5 Termination of Lease. Regardless of whether this Lease is terminated as provided above, Tenant is not entitled to any part of the award or compensation in such condemnation proceedings, or settlement in lieu thereof, as damages for diminution of the leasehold estate, the value of the unexpired lease term, or otherwise. Landlord is to receive the full amount of the award or compensation, and Tenant expressly waives any right or claim to any part thereof and assigns to Landlord the entire award for the Taking (including, without limitation, any so-called "lease bonus value"). However, the foregoing does not preclude Tenant from making claim against the condemning authority, but not against Landlord, for such compensation as may be separately recoverable by Tenant in Tenant's own right on account of the unamortized cost of fixtures or improvements installed in the Premises at Tenant's expense (to the extent that Tenant is entitled under this Lease to remove them at the expiration of the Term), damage to Tenant's business, or Tenant's moving expenses, so long as Landlord's award or compensation is not reduced.

20.6 Continuation of Lease. If there is a Taking that does not result in a termination of this Lease as provided above, Landlord and Tenant agree, as soon as reasonably possible after the Taking, to restore the Premises on the land remaining to a complete unit of like quality and character as existed prior to the Taking, the respective obligations of the parties being consistent with those described in Paragraph 14.1. From and after the date that the condemning authority takes title following such Taking, the Minimum Monthly Rent and other amounts payable under this Lease and calculated by reference to Rentable Area will be reduced on an equitable basis, if appropriate, taking into account the relative value of the portion remaining as compared to the original Premises, expressly subject, however, to future increases in Rent consistent with Paragraph 5.2. Landlord is not obligated to expend funds in connection with such restoration in excess of the portion of the condemnation proceeds received by Landlord as and for severance damages.

20.7 Dedications. Notwithstanding anything to the contrary contained herein, Landlord retains the right to grant to any governmental authority or utility company easements or dedications affecting the Shopping Center for roads, utilities or related purposes, and Tenant, if requested by Landlord, agrees to execute any and all instruments required in connection therewith.

20.8 Waiver. In the event of a Taking of all or any portion of the Premises or the Shopping Center, the rights and obligations of the parties are governed by this Article 20, and the parties expressly waive the provisions of any law now existing or hereafter enacted to the contrary, including, without limitation, Arizona Revised Statutes Section 33-343.

ARTICLE 21 DEFAULT

21.1 Events of Default. The occurrence of any of the following constitutes a default of Tenant under this Lease:

(a) Landlord fails to actually receive when due an installment of Rent or other sum required by this Lease to be paid by Tenant to Landlord and such failure continues for five (5) days following receipt of written notice from Landlord notifying Tenant of said failure; provided, however, that for each calendar year during which Landlord has already provided to Tenant written notice in accordance with the provisions of this Paragraph 21.1(a), no further notice shall be required and, for the balance of such calendar year, it shall be a default of Tenant under this Lease if Landlord fails to actually receive when due an installment of Rent or other sum required by this Lease to be paid by Tenant to Landlord; or

(b) Tenant fails to perform any nonmonetary obligation of Tenant under this Lease (excluding obligations expressly described in other subparagraphs of this Paragraph 21.1) and such failure continues for thirty (30) days after notice from Landlord to Tenant;

(c) (1) a petition or proceedings under the Federal Bankruptcy Act or any amendment thereto or successor statute are filed or commenced by or against Tenant or any Guarantor, and if against Tenant or any Guarantor, said proceedings are not dismissed within sixty (60) days following commencement thereof; (2) Tenant or any Guarantor is adjudged insolvent, or makes a general assignment for the benefit of, or enters into an arrangement with, its creditors; (3) a writ of attachment or execution is levied on the leasehold estate hereby created and is not released or satisfied within sixty (60) days thereafter; or (4) a receiver is appointed in any proceeding or action to which Tenant is a party with authority to take possession or control of the Premises or the business conducted thereon by Tenant or the property of any Guarantor and such receiver is not discharged within thirty (30) days after his appointment. It is understood that this Lease is a lease of real property in a shopping center within the meaning of 11 USC 365(b)(3) of the Federal Bankruptcy Act;

(d) Tenant fails to comply with Tenant's obligations set forth in Exhibit C, or fails to commence within twenty (20) days following the Delivery Date described in Paragraph 4.1 and thereafter diligently complete and fully pay for Tenant's Work described in Exhibit C, or fails to perform any other obligation required to be performed by Tenant prior to the commencement of the Term, and such failure continues for ten (10) days after notice from Landlord to Tenant;

(e) Landlord's audit of Tenant's Gross Sales discloses any willful or substantial inaccuracies, or that Tenant's system of recordkeeping and procedures does not permit an accurate determination of Gross Sales;

(f) Tenant fails to procure the discharge of any lien described in Paragraph 12.5 within the time period required therein;

(g) Tenant fails to remedy any condition giving rise to cancellation, reduction, nonrenewal or threat thereof with respect to any insurance policy or coverage on the Shopping Center as required by Paragraph 15.4;

(h) Tenant fails to provide Landlord subordination documentation as required by Paragraph 18.2;

(i) Tenant fails to provide Landlord an estoppel certificate as required by Paragraph 19.1;

(j) Tenant or any person for whom Tenant is under law responsible violates any of the Superior Documents, and such violation continues for five (5) days after notice from Landlord to Tenant (unless such violation creates an immediate threat of default under the Superior Documents, in which event no notice need be given by Landlord to Tenant);

(k) Tenant abandons or vacates the Premises. Without limiting the broadest statutory meanings of those terms, Tenant is deemed to have abandoned and vacated the Premises upon the failure of Tenant to be open for business for three (3) consecutive days (unless such failure is consented to by Landlord); or

(l) Any Guarantor revokes or otherwise terminates, or purports to revoke or otherwise terminate, any guaranty of all or any portion of Tenant's obligations under this Lease. Unless otherwise expressly provided, no guaranty of this Lease is revocable in whole or in part.

21.2 Remedies. Upon a default of Tenant as defined in Paragraph 21.1, Landlord, in addition to any other rights or remedies available to Landlord at law or in equity, has the right without any further demand or notice, to pursue any one or more of the following remedies:

(a) immediately or at any time thereafter re-enter and take possession of the Premises and remove Tenant, Tenant's agents, any subtenants, licensees, concessionaires, or invitees and any or all of their property from the Premises. Reentry and removal may be effected by summary proceedings or any other action or proceeding permitted by law, including, without limitation, by locking the doors to the Premises and excluding Tenant therefrom. Property removed from the Premises may be stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, but Landlord is not obligated to effect such removal. No execution on any judgment, no act or forbearance on the part of Landlord in taking or accepting possession of the Premises, and no other action of Landlord constitutes an election to terminate this Lease unless Landlord expressly exercises such option in writing as further provided in subparagraph 21.2(d);

(b) prosecute and maintain an action or actions, as often as Landlord deems advisable, for collection of rents, other charges and damages as the same accrue, with or without entering into possession and without terminating this Lease. No judgment obtained constitutes a merger or otherwise bars prosecution of subsequent actions for rents and other charges and damages as they accrue;

(c) upon taking possession of the Premises Landlord may from time to time, without termination of this Lease, as agent and for the account of Tenant, attempt to relet the Premises or any part thereof (but without obligation to do so) for such rental, terms and conditions (which may be for a term extending beyond the Term) as Landlord, in its reasonable discretion, deems advisable, with the right to make alterations and repairs to the Premises required for reletting. The rents received by Landlord from such reletting will be applied, first, to the payment of any indebtedness other than Rent due from Tenant to Landlord, second, to the payment of any costs of reletting (defined below), and third, to the payment of Rent due and unpaid hereunder. The residue, if any, will be held by Landlord and applied in payment of future rent as the same may become due and payable. If the rents received from such reletting during any month are insufficient to reimburse Landlord for any costs of reletting or rent due and payable, Tenant must pay any deficiency to Landlord. Such deficiency may be calculated and paid monthly, and Landlord may bring one or more actions therefor as such deficiencies arise. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach; and/or

(d) elect to terminate this Lease by written notice to Tenant. In the event of such termination, Tenant agrees to immediately surrender possession of the Premises. If Tenant fails or refuses to surrender the Premises, Landlord may take possession in accordance with subparagraph 21.2(a). If Landlord terminates this Lease, Tenant has no further interest in this Lease or the Premises, and Landlord may recover from Tenant all damages Landlord may incur by reason of Tenant's default, including, without limitation (1) the costs of reletting the Premises, (2) reasonable attorneys' fees, (3) the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the Term over

the then reasonable rental value of the Premises for the remainder of the Term, (4) the unamortized cost of Landlord's Work and the unamortized value of any leasehold improvement allowance paid to Tenant (amortized on a straight-line basis over the original Term), and (5) the unamortized portion of any brokerage commission or fee paid by Landlord in connection with this Lease, all of which amounts are immediately due and payable from Tenant to Landlord at Landlord's election.

21.3 Definition of Costs of Reletting. The term "costs of reletting" means any reasonable costs necessary to take possession of the Premises and lease the Premises to another tenant, including, without limitation (a) legal costs and expenses of recovery of the Premises including court costs and attorneys' fees; (b) brokerage costs for leasing; (c) costs and expenses of cleaning, alterations, repairs and improvements; (d) indebtedness other than Rent due from Tenant to Landlord under this Lease; (e) costs of protecting the Premises; and (f) costs of removal and storage of Tenant's property.

21.4 Acceptance of Surrender. No act or conduct of Landlord, whether consisting of reentry, taking possession or reletting the Premises, obtaining appointment of a receiver, accepting the keys to the Premises, or otherwise, prior to the expiration of the Term, constitutes an acceptance by Landlord of the surrender of the Premises or an election to terminate this Lease unless Landlord exercises its election under subparagraph 21.2(d). Such acceptance or election by Landlord may only be effected, and must be evidenced, by written acknowledgment of acceptance of surrender or notice of election to terminate signed by Landlord. No notice from Landlord or notice given under a forcible entry and detainer statute or similar law constitutes an election by Landlord to terminate this Lease unless such notice specifically so states.

21.5 Landlord's Right of Self-Help. If Tenant fails to render performance in accordance with any term or condition of this Lease within five (5) days after written notice, or immediately and without notice if required for the protection of the Premises, Landlord has the right, but not the obligation, to render such performance and to charge all costs and expenses incurred in connection therewith to Tenant, plus fifteen percent (15%) thereof for Landlord's overhead. All amounts so charged are Additional Rent due and payable to Landlord upon presentation of a statement to Tenant indicating the amount and nature of such costs and expenses. Landlord has no liability to Tenant for any loss or damage resulting from any such action taken in good faith by Landlord, and entry by Landlord under this Paragraph 21.5 or other provisions of this Lease does not constitute a constructive or actual eviction or a breach of any covenant for quiet enjoyment or any other covenant of Landlord contained in this Lease.

21.6 Landlord's Rights and Remedies Cumulative. No right or remedy available to Landlord is exclusive of any other, but all such rights and remedies are cumulative and in addition to every other right or remedy provided under this Lease or now or hereafter existing at law or in equity. All rights and remedies may be exercised singly, jointly, or in such combination as Landlord determines in its sole discretion. No delay or failure of Landlord in exercising any right or remedy arising from any default impairs such right or remedy, or constitutes a waiver of any such default or an acquiescence therein by Landlord. No failure of Landlord to timely submit any statement to Tenant required by this Lease constitutes a waiver of Tenant's obligation to pay the amount that would have been shown by such statement.

21.7 No Waiver. By performing obligations of Tenant, Landlord does not waive the performance of such obligations by Tenant. No waiver by Landlord of the breach of this Lease by Tenant constitutes a waiver of any preceding or succeeding breach, and the acceptance of rent during any period in which Tenant is in default in any respect, other than the payment of rent, does not constitute a waiver of such default by Landlord. No provision of this Lease may be waived by Landlord unless the waiver is in writing, signed by Landlord.

21.8 Landlord's Lien. Tenant irrevocably grants to Landlord a lien against and security interest in all inventory, stock-in-trade, fixtures, trade fixtures, equipment and other personal property of Tenant now or hereafter located on the Premises as security against loss or damage resulting from Tenant's default, and no such property may be removed from the Premises without Landlord's consent in writing during the continuance of a default of Tenant under this Lease, which consent may be withheld by Landlord in its sole discretion. In addition to any other available rights or remedies, during the continuance of Tenant's default, Landlord may sell all or any such property and apply the sale proceeds to remedying the default and to the costs and expenses of Landlord arising therefrom, in accordance with such procedures as are established by law. Tenant agrees upon Landlord's request to execute any documentation required to perfect the security interest granted to Landlord pursuant to this Paragraph 21.8.

ARTICLE 22 RIGHT TO CURE

If Tenant makes any claim of breach, default, or noncompliance against Landlord under this Lease, Tenant must, before exercising any right or remedy available to it, give Landlord written notice of the claimed breach, default, or noncompliance. If prior to giving such notice Tenant has been notified in writing (by way of Notice of Assignment of Rents and Leases, or otherwise) of the address of any Mortgagee that has furnished financing secured by a mortgage or deed of trust on the Premises or the Shopping Center, concurrently with giving notice to Landlord, Tenant must, by certified or registered mail, return receipt requested, also give a copy of such notice to said Mortgagee. For thirty (30) days following such notice (or such longer period of time as may be reasonably required to cure a matter which, due to its nature, cannot reasonably be remedied within thirty (30) days), Landlord has the right to cure the breach, default, or noncompliance claimed. If Landlord fails to cure such default within such period, any such Mortgagee has an additional thirty (30) days within which to cure the same or, if such default cannot be cured within that period, such additional time as may be necessary if within such thirty (30) day period said Mortgagee commences and thereafter diligently pursues the actions or remedies necessary to cure the breach, default, or noncompliance claimed (including, but not limited to, commencement and prosecution of proceedings to foreclose or otherwise exercise its rights under its mortgage or other security instrument, if necessary to gain possession or otherwise effect such cure). In no event is Tenant entitled to terminate this Lease as a result of

Landlord's default or otherwise, and Tenant's remedies are limited to damages or injunction; provided, however, Tenant expressly waives any right to recover special, consequential or punitive damages as a result of Landlord's default or any other act or omission of Landlord.

ARTICLE 23
ACCESS BY LANDLORD

23.1 Right of Entry. Landlord has the right to enter the Premises at all reasonable times and upon reasonable advance notice (except in the event of an emergency, as reasonably determined by Landlord, in which event entry by Landlord is permissible at any time without notice), to examine the Premises, to make such repairs, alterations, decorations, additions and improvements to the Premises or the Shopping Center (including tenant space or Common Areas adjacent to the Premises) as Landlord deems necessary or desirable, to perform any obligation of Tenant as provided in Paragraph 21.5, and for any other lawful purpose. If Tenant is not personally present to open the Premises for Landlord's permitted entry, Landlord may enter by means of a master key or forcibly. No permitted entry by Landlord constitutes a constructive eviction of Tenant in whole or in part, a nuisance, or a breach of Tenant's quiet enjoyment rights, and no such entry entitles Tenant to an abatement of Rent. Landlord agrees in good faith to interfere as little as reasonably practicable with Tenant's business in the Premises in making any such entry.

23.2 Exhibition of Premises. Landlord is expressly granted permission to inspect the Premises and to show the Premises at any reasonable time to prospective Mortgagees, purchasers, and other persons with an actual or potential business interest in the Premises or the Shopping Center. At any time within one hundred eighty (180) days prior to expiration of the Term, Landlord may place upon the Premises any normal and customary "For Lease" signs, which Tenant agrees not to disturb or remove. If, during the last month of the Term, Tenant removes all or substantially all of Tenant's property from the Premises, Landlord may immediately enter and alter, renovate and redecorate the Premises, without elimination or abatement of Rent, or other compensation, and such acts have no effect on this Lease.

ARTICLE 24
SURRENDER OF PREMISES AND HOLDING OVER

24.1 Surrender. Upon the expiration or earlier termination of this Lease, Tenant agrees to quit and surrender the Premises, "broom clean," in good condition and repair (reasonable wear and tear excepted) together with all alterations, additions and improvements that may have been made (subject to the provisions of Paragraph 24.4). For purposes hereof, "reasonable wear and tear" does not include damage or deterioration resulting from the failure of Tenant to observe good maintenance practice or to otherwise perform all of its obligations under this Lease.

24.2 Holding Over. If Tenant or any successor in interest of Tenant remains in possession of the Premises after expiration of the Term or earlier termination thereof without executing a new lease, then such holding over constitutes a tenancy from month to month if such holding over is consented to in writing by Landlord, or a tenancy at will if such holding over is not consented to by Landlord. In either case, such holdover tenancy is subject to all of the terms and provisions of this Lease, so far as applicable, except Minimum Monthly Rent, which is automatically increased to one hundred twenty-five percent (125%) times the Minimum Monthly Rent payable in the last full calendar month of the Term. Nothing contained in this Lease constitutes Landlord's permission for Tenant to hold over.

24.3 No Merger. The voluntary or other surrender of this Lease by Tenant or the cancellation of this Lease by mutual agreement of Tenant and Landlord does not cause a merger of estates, and at Landlord's option, terminates all or any subtenancies, or operates as an assignment to Landlord of all or any subtenancies, as designated in writing by Landlord. This option of Landlord may be exercised by notice to Tenant and all known subtenants in the Premises or any part thereof.

24.4 Removal of Installations and Restoration by Tenant.

(a) All trade fixtures, equipment and furnishings placed on the Premises by Tenant remain the property of Tenant, and, if not in default hereunder, Tenant has the right upon the expiration of this Lease or sooner termination thereof, to promptly remove such trade fixtures, equipment and furnishings from the Premises at Tenant's sole expense. Any such property removed by Tenant during the Term must be promptly replaced with property of comparable or better quality. Notwithstanding the foregoing, Tenant may not remove floor or window coverings, air lines, vacuum lines, power panels, electrical distribution lines or equipment, lighting fixtures, security or fire protection systems and equipment, communication or computer networking cabling, HVAC ducting, systems or equipment, or plumbing or restroom fixtures or equipment, unless required by Landlord as provided in subparagraph 24.4(b).

(b) Every alteration, decoration, addition and improvement made by or on behalf of Tenant immediately becomes the property of Landlord upon attachment to or installation in the Premises, without compensation to Tenant, and must be surrendered by Tenant as part of the Premises, without disturbance or injury, upon expiration or earlier termination of this Lease, unless Landlord designates in writing that any such alteration, decoration, addition or improvement must be removed, in which event Tenant agrees, at its sole expense, to remove prior to termination or expiration of this Lease any such item designated for removal by Landlord. Notwithstanding the foregoing, Landlord has no obligation to designate for removal, and Tenant must at its cost remove prior to expiration or earlier termination of this Lease, Tenant's exterior Building signage, including Tenant's fascia sign, and repair, repaint and restore the affected area to its original condition.

(c) If any injury or damage to the Premises or the Shopping Center results from the removal by Tenant of any alteration, decoration, addition, improvement, trade fixtures, equipment or furnishings under the foregoing provisions of this Paragraph 24.4, Tenant agrees to promptly repair the same, at its sole expense, in a good and workmanlike manner or, at Landlord's election, to pay to Landlord as Additional Rent an amount sufficient for Landlord to repair such injury or damage or to compensate Landlord therefor, together with a sum equal to fifteen percent (15%) thereof for Landlord's overhead. At Landlord's option, any personal property or fixtures remaining upon the Premises after expiration of this Lease are deemed abandoned and become the property of Landlord.

(d) Nothing contained in this Paragraph 24.4 limits Tenant's obligations of restoration under Article 14 in the absence of a termination of this Lease.

ARTICLE 25 RULES AND REGULATIONS

Tenant agrees to comply with all Rules and Regulations of the Shopping Center reasonably imposed by Landlord from time to time. The existing Rules and Regulations are attached hereto as Exhibit F, and may be supplemented, modified and amended from time to time by Landlord on reasonable notice to Tenant. Breach of the Rules and Regulations constitutes a default by Tenant under this Lease entitling Landlord, upon written notice in accordance with the provisions of Article 21, to exercise the remedies contained therein for such default. Landlord is not responsible to Tenant for any violation of the Rules and Regulations by other tenants or occupants of the Shopping Center, and the Rules and Regulations may differentiate between different types of businesses. The failure of Landlord to enforce any of the Rules and Regulations against any other tenant in the Shopping Center does not constitute a waiver of or otherwise affect Landlord's right to enforce such Rules and Regulations against Tenant.

ARTICLE 26 COMPLETION OF THE PREMISES

26.1 Construction Obligations. The respective obligations of Landlord and Tenant regarding the completion of construction of any initial improvements to the Premises or any additions or modifications to existing improvements to be provided prior to Tenant's occupancy of the Premises, including, without limitation, the nature and extent of such improvements, the assumption of responsibility for construction thereof, the obligation and manner of payment for the architectural and construction costs relating thereto, and the procedures to be followed by Landlord and Tenant to accomplish the completion of such improvements, are set forth on Exhibit C attached to this Lease.

26.2 Acceptance of Premises. If Landlord is obligated to perform Landlord's Work under this Lease, then within ten (10) days after the Delivery Date described in Paragraph 4.1, Tenant and Landlord will conduct a joint "walk-through" to prepare a "punchlist" of any deficiencies or incomplete work regarding Landlord's Work and accept possession of the Premises "subject to" such listed deficiencies. Landlord agrees to correct such deficiencies within a reasonable time, following which Landlord is under no further obligation to alter, change, decorate or improve the Premises, whether to adapt them for the use for which they are leased or for any other purpose, and whether with respect to Landlord's Work or otherwise. The existence of any such deficiencies does not affect the Delivery Date or Tenant's obligation to accept possession of the Premises. The failure of Tenant to participate in said "walk-through" or preparation of a punchlist of deficiencies within said 10-day period constitutes a waiver by Tenant of all rights with respect to any deficiencies or incomplete work. The punchlist will not include any damage to the Premises caused by Tenant or its contractors, the repair of which is the sole responsibility of Tenant.

26.3 Tenant's Acknowledgment. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the Premises or the Shopping Center, or with respect to the suitability or fitness of either for the conduct of Tenant's business or for any other purpose. The taking of possession of the Premises by Tenant conclusively establishes that Tenant accepts the Premises in their then "as is, where is" condition and that the Premises are at such time in satisfactory condition and in conformity with the provisions of this Lease in all respects, except as to any listed deficiencies described in Paragraph 26.2.

ARTICLE 27 QUIET ENJOYMENT

Upon and subject to Tenant's compliance with all of the terms and conditions of this Lease, Tenant may peaceably and quietly have, hold and enjoy the Premises for the Term without hindrance from Landlord; subject, however, to any right of entry specifically granted herein, and to any matter to which this Lease is subordinate. This covenant does not extend to any disturbance, act or condition caused or committed by any other person in the Shopping Center and is subject to the provisions of this Lease.

ARTICLE 28 UNAVOIDABLE DELAY

If either party is delayed or prevented from the performance of any act required under this Lease by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, inability to procure materials, restrictive governmental laws or regulations or other cause without fault and beyond the control of the party obligated (financial inability excepted), performance of such act is excused for the period of the delay; provided, however, nothing in this Article 28 excuses Tenant from the prompt payment of Rent. If other provisions of this Lease give Tenant the express right to terminate this Lease based on the Delivery Date not occurring by a specified date or based on work to be performed by Landlord not being completed by a specified date, then such specified date(s) will be extended by an amount of time equal to the period of delay referenced in the preceding sentence.

ARTICLE 29
BROKER'S COMMISSIONS

Tenant represents that Tenant has dealt with no broker or other person who might claim brokerage commissions or finder's fees in connection with the transaction that is the subject of this Lease, excepting only the Broker(s), if any, identified in Paragraph 1.15, whose commission is the responsibility of Landlord and shall be payable pursuant to the terms of a separate written agreement. Tenant acknowledges that Landlord or related parties are licensed real estate brokers or salespersons in the State of Arizona and that Landlord's Broker or related parties may have a financial interest in Landlord or a related entity.

ARTICLE 30
SECURITY

While Landlord does not assume any responsibility to provide any security measures, or any liability for failure to provide such measures or for any inadequacy thereof, Landlord has the authority to institute or continue such security measures, devices, programs, restrictions and combinations thereof as Landlord in its sole discretion deems necessary or appropriate from time to time, taking into account the protection of persons and property of Landlord, Tenant and employees, agents and invitees of each of them and taking into account the business interests of the Shopping Center. The costs and expenses of instituting and maintaining such measures, devices, programs, restrictions and combinations thereof, if any, will be borne by Tenant as a part of Operating Costs, or, if Landlord so elects, as a separate additional charge to Tenant based on Tenant's Proportionate Share (determined in the same manner as Tenants' Proportionate Share of Operating Costs and/or as a direct contribution to the governmental or non-governmental entity supplying any portion of the measures, devices or programs instituted, provided that the costs of such services to tenants at the Shopping Center are allocated in a manner deemed reasonable by Landlord, taking into account, if Landlord deems applicable, the size, location and any special requirements and conditions of the Premises and Tenant's business and activities). To the degree directed by Landlord, Tenant agrees to coordinate security measures at the Premises with the measures, devices and restrictions, if any, instituted by Landlord. At Landlord's direction, Tenant agrees to take all action as Landlord may reasonably require to protect the security interests of the Shopping Center and that of the other tenants at the Shopping Center. It is understood and agreed that the potential severity of security issues and the mutual importance of dealing with such issues in an expeditious and conclusive manner justify that Landlord, in the mutual interests of the parties hereto, has unfettered discretion hereunder.

ARTICLE 31
NONDISCRIMINATION

Tenant covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through Tenant, and this Lease is made and accepted upon and subject to the following conditions: No discrimination against or segregation of any person or group of persons by Tenant is permitted on account of race, color, creed, religion, sex, marital status, handicap, ancestry or national origin in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Premises herein leased and neither Tenant nor any person claiming under or through Tenant, may establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the Premises herein leased.

ARTICLE 32
MISCELLANEOUS

32.1 Notices. All notices, demands and communications of any kind which either party to this Lease is required or desires to serve upon the other must be in writing and served to Landlord and to Tenant by personal service or by leaving a copy of such notice, demand or communication at the appropriate address indicated in Article 1 (or, in the case of Tenant, at the address of the Premises from and after the Commencement Date), by mailing a copy thereof by certified or registered mail, postage prepaid, with return receipt requested, by deposit with a reputable nationwide overnight courier for next business day delivery, or by facsimile transmission with a confirmation copy sent by regular first class mail, postage prepaid; provided, however, in all events a copy of any notice shall be sent by email. Any such notice is effective (a) in the case of personal delivery, upon receipt or refusal to accept delivery, (b) in the case of delivery by overnight courier, on the next business day following deposit with the overnight courier for next business day delivery, delivery charges prepaid, (c) in the case of certified or registered mailing, on the date of actual delivery as shown by the addressee's receipt or upon the expiration of three (3) days following the date of mailing, whichever first occurs, or (d) in the case of facsimile transmission, upon receipt at the fax number of the receiving party (a written confirmation of successful transmission from the transmitting facsimile machine being prima facie evidence of such receipt). Either party may change its address from time to time by giving written notice to the other in accordance herewith. Notice from Landlord's attorney or property manager constitutes notice from Landlord.

32.2 Partial Invalidity. Any provision of this Lease that is declared contrary to law, or which is otherwise invalid, may be stricken from this Lease without impairing the validity of the remainder of this Lease.

32.3 Time, Successors and Assigns. Time is of the essence of this Lease. Subject to Article 16, this Lease binds and inures to the benefit of the successors and assigns of the parties.

32.4 Entire Agreement. This Lease (including Exhibits referred to in Article 2, which are incorporated herein by this reference) contains the entire understanding and agreement of the parties with respect to all matters referred to herein, and all prior negotiations and understandings are superseded and merged into this Lease. No

party is liable or bound to any other party in any manner or by any agreement, statement, warranty, representation or guarantee except as specifically set forth in this Lease. This Lease may be amended or modified only by a written instrument signed by the parties.

32.5 Landlord/Tenant Relationship. The relationship of the parties is solely that of landlord and tenant and in no event may the parties be considered as principal and agent, partners or joint venturers.

32.6 Obligations as Covenants. Every obligation set forth in this Lease is a covenant for all purposes, regardless of whether expressly so designated, and each obligation of Tenant contained herein is both a covenant and a condition to Landlord's performance hereunder.

32.7 Net Lease. It is the purpose and intent of Landlord and Tenant that this Lease be a so-called "triple net lease." As such, Landlord and Tenant intend and agree that (a) the Rent shall be absolutely net to Landlord, so that this Lease shall yield, net to Landlord the Rent specified in this Lease, and (b) all Additional Rent, and all other costs, operating expenses, taxes premiums, fees, interest, maintenance costs, charges, expenses, reimbursements and obligations of every kind and nature whatsoever relating to the Premises and reserved as a Tenant obligation under the Lease and Tenant's pro rata share of Common Areas, excepting only net income, transfer, estate, inheritance and transfer taxes of Landlord and amounts payable in connection with any mortgage, which may arise or become due during or out of the Term, shall be paid or discharged by Tenant.

32.8 Additional Documents. Tenant agrees to execute, acknowledge and deliver such further documents as may be reasonably necessary to carry out the purpose and intent of this Lease.

32.9 No Accord and Satisfaction. The acceptance or endorsement by Landlord of any payment or check from Tenant does not constitute an accord and satisfaction or prejudice Landlord's right to recover the balance of any amounts due under the terms of this Lease.

32.10 Attorneys' Fees. If any legal proceeding is brought by either party against the other arising out of this Lease, the prevailing party is entitled to recover its reasonable attorneys' fees and costs incurred in such proceeding and such attorneys' fees may be included in any judgment rendered, as determined by the Court and not by the jury. In addition, if any person institutes an action against Tenant in which Landlord is involuntarily and without cause made a party defendant, Tenant agrees to indemnify, defend and hold harmless Landlord for, from and against all liability by reason thereof, including reasonable attorneys' fees and all costs (including, without limitation, expert witness fees and appellate attorneys' fees) incurred by Landlord in such action.

32.11 No Recordation. Tenant may not record this Lease or any memorandum thereof without Landlord's prior written consent, and any such recordation in the absence of such consent, at the option of Landlord, constitutes a noncurable default of Tenant under this Lease.

32.12 Authority. If Tenant is a corporation, trust, partnership, limited liability company or other entity, each individual executing this Lease on behalf of such entity represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said entity (as, for example, in the case of a corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation), and that this Lease is binding upon said entity in accordance with its terms. Tenant agrees, within ten (10) days following demand by Landlord, to deliver to Landlord written evidence satisfactory to Landlord authorizing or ratifying Tenant's execution of this Lease. If two or more persons or entities execute this Lease as Tenant, such persons or entities are jointly and severally liable for the performance of the obligations of Tenant.

32.13 Guarantors. As a condition of Landlord's execution of this Lease and performance of its obligations hereunder, each Guarantor named in Paragraph 1.14 must execute and deliver to Landlord a Guaranty of Lease in the form of Exhibit H.

32.14 Not Binding Until Signed. This Lease is not binding or effective as a lease or otherwise until execution by both Landlord and Tenant.

32.15 Limitation of Landlord's Liability. Anything in this Lease to the contrary notwithstanding, Tenant agrees to look solely to the estate and property of Landlord in the land and buildings constituting the Shopping Center, and subject to the prior rights of any Mortgagee, for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord under this Lease or otherwise, and no other property or assets of Landlord are subject to levy, execution, or other procedures for the satisfaction of Tenant's remedies. Tenant agrees that neither Landlord nor any of Landlord's officers, directors, partners, shareholders, members or employees shall have any personal liability hereunder.

32.16 Environmental Rider. An Environmental Rider is attached hereto as Exhibit I.

32.17 Lease Construction. If this Lease contains any indication that text has been inserted or deleted (whether by bold type, italicization, strike-through, underscoring, highlighting or otherwise), such indications are solely for the convenience of the Landlord in identifying non-standard provisions and must be disregarded in the construction of this Lease. Without limiting the generality of the foregoing, no inference whatsoever may be drawn from such indications; stricken text must be construed as if it were never contained herein, and inserted text must be construed as if no indication of insertion were shown.

32.18 Governing Law. This Lease is governed by the law of the State in which the Shopping Center is located.

32.19 Confidentiality. Tenant acknowledges that this Lease and all of its terms and provisions are sensitive and strictly confidential, and that disclosure of all or any part thereof to Tenant's employees or third parties would be detrimental to and cause irreparable damage to Landlord. Accordingly, Tenant agrees to keep this Lease and all of its terms and conditions strictly confidential, and not to copy, or to divulge, furnish, publish or otherwise disseminate or make the same accessible to Tenant's employees or any third party without Landlord's prior written consent in each instance. The breach by Tenant of this Paragraph 32.19 constitutes an incurable default under this Lease, immediately entitling Landlord to all rights and remedies available at law or in equity. Because any such breach may cause irreparable injury and damage, in addition to other rights and remedies, Landlord is entitled, without notice to Tenant, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the breach or threatened breach of this Paragraph 32.19.

32.20 Intentionally Omitted

32.21 Specially Designated Nationals and Blocked Persons List. Tenant represents and warrants to Landlord that neither Tenant, Guarantor, nor any affiliate of Tenant or Guarantor (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to Executive Order number 13224, 66 Federal Register 49079 (September 25, 2001) (the "Order"); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of the OFAC or any other applicable requirements contained in any enabling legislation or other executive orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively in this Paragraph 32.25 called the "Orders"); (iii) is engaged in activities prohibited in the Orders; or (iv) has been convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.

32.22 Disclaimer. LANDLORD AND TENANT ACKNOWLEDGE AND AGREE THAT EACH OF LANDLORD AND TENANT IS SOPHISTICATED AND EXPERIENCED IN COMMERCIAL REAL ESTATE TRANSACTIONS AND HAS BEEN REPRESENTED BY COMPETENT LEGAL COUNSEL IN CONNECTION WITH THE PREPARATION, NEGOTIATION AND EXECUTION OF THIS LEASE. AS REFERENCED IN PARAGRAPH 32.4, LANDLORD AND TENANT INTEND THAT THIS LEASE CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES AND THAT THIS LEASE NOT BE DEEMED TO INCLUDE, BY IMPLICATION OR OTHERWISE, ANY TERM, COVENANT OR PROVISION NOT EXPRESSLY SET FORTH IN THIS LEASE. NEITHER LANDLORD NOR TENANT MAY REASONABLY RELY ON ANY PROMISE INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH 32.22. THIS PARAGRAPH 32.22 SUPERSEDES ANY OTHER CONFLICTING LANGUAGE CONTAINED IN THIS LEASE WHICH MAY IMPLY THE EXISTENCE OF A COVENANT OF GOOD FAITH AND FAIR DEALING.

32.23 Waiver of Right to Jury Trial. IF AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, LANDLORD AND TENANT EACH WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY OF ANY CONTRACT OR TORT CLAIM, COUNTERCLAIM, CROSS-COMPLAINT OR CAUSE OF ACTION IN ANY ACTION, PROCEEDING OR HEARING BROUGHT BY EITHER LANDLORD OR TENANT AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT OR TENANT'S USE OR OCCUPANCY OF THE PREMISES, INCLUDING ANY CLAIM OF INJURY OR DAMAGE OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY CURRENT OR FUTURE LAW, STATUTE, REGULATION, CODE OR ORDINANCE.

32.24 Venue. LANDLORD AND TENANT HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY SUBMIT TO THE JURISDICTION OF THE SUPERIOR COURT OF MARICOPA COUNTY, ARIZONA (OR IF THE REQUISITES OF JURISDICTION OBTAIN, THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF PHOENIX SITTING IN MARICOPA COUNTY, ARIZONA) IN CONNECTION WITH ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG LANDLORD AND TENANT ARISING OUT OF OR IN ANY WAY RELATED TO THE PREMISES, THIS DOCUMENT OR ANY OTHER AGREEMENTS, DOCUMENTS OR INSTRUMENTS EXECUTED AND DELIVERED IN CONNECTION WITH OR OTHERWISE RELATING TO THE PREMISES. IN THIS REGARD, THE EXCLUSIVE VENUE OF ANY SUCH DISPUTE SHALL BE IN MARICOPA COUNTY, ARIZONA. LANDLORD AND TENANT HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY DEFENSE OF FORUM NON CONVENIENS OR ANY OTHER OBJECTION TO VENUE IN MARICOPA COUNTY, ARIZONA.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

25 10 28 Ltr. DEPT PM 3:12

IN WITNESS WHEREOF, the parties have executed this Lease as of the Effective Date set forth above in Article 1, which date Landlord is authorized to complete upon its execution of this Lease.

TENANT:

INFERNO CONCEPTS, LLC,
an Arizona limited liability company

By: _____
Name: Terry Craig
Its: Manager

By: _____
Name: Laura Craig
Its: Manager

LANDLORD:

PARK WEST RETAIL I, LLC
a California limited liability company

By: CIRE Management, LLC,
a California limited liability company,
as Manager

By: _____
Name: Trevor Smith
Its: Co-Managing Member

By: _____
Name: Joshua Volen
Its: Co-Managing Member

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EXHIBIT A-1

LEGAL DESCRIPTION OF SHOPPING CENTER

PARCEL NO. 1:

Lots 1 and 3, PARKE WEST, according to Book 927 of Maps, page 29, records of Maricopa County, Arizona.

PARCEL NO. 2:

Nonexclusive easements for ingress and egress, utilities and other purposes by or pursuant to that certain "Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Parke West Development" recorded January 23, 2006 as Recording No. 20060098955, and re-recorded January 27, 2006, as Recording No. 20060121784, as amended in a "Declaration of Annexation and First Amendment to Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Parke West Development" recorded February 28, 2014, as Recording No. 20140132410 and also recorded May 15, 2014, as Recording No. 20140317337, and rerecorded May 16, 2017, as Recording No. 20140320320, Official Records of Maricopa County, Arizona.

APN: 142-55-691, 142-55-693D, 152-55-693A, 142-55-693C

EXHIBIT B

FLOOR PLAN OF PREMISES (SHOWING APPROXIMATE CONFIGURATION AND DIMENSIONS)

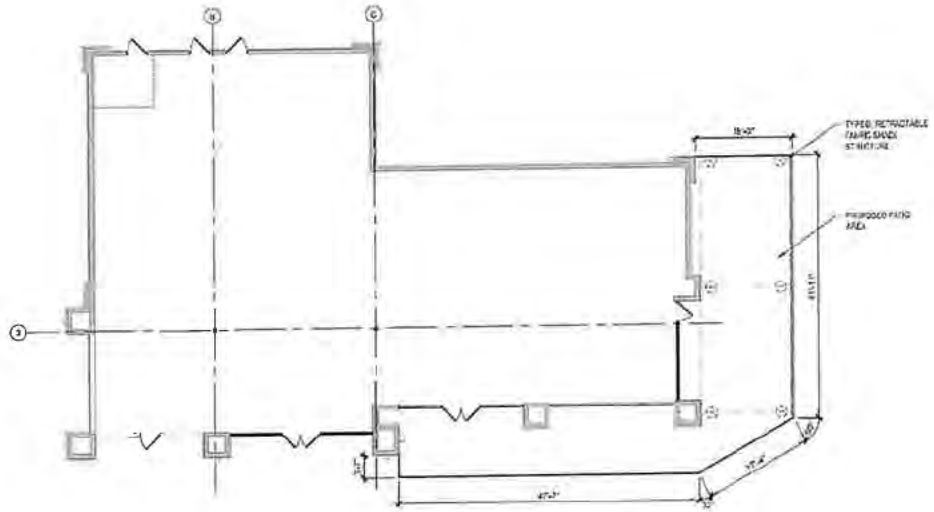


EXHIBIT C

CONSTRUCTION - LANDLORD'S WORK AND TENANT'S WORK

This Exhibit C sets forth the respective obligations of, and the procedures to be followed by, Landlord and Tenant in the initial construction of the Premises leased to Tenant under the Lease to which this Exhibit is attached, including, without limitation, the division of responsibility for the design and construction of improvements to the Premises and the payment of design and construction costs.

I. GENERAL PROCEDURES FOR PREPARING WORKING DRAWINGS

A. TENANT'S PRELIMINARY PLANS

Landlord agrees, at its cost, to provide Tenant with a schematic floor plan layout of the Premises showing column spacing, fixed elements, and overall dimensions. Tenant must within twenty (20) days thereafter submit to Landlord for Landlord's approval two (2) copies of drawings and a plan layout (the "Preliminary Plans") indicating: (i) fixture layout, including the location in the Premises of all entrances, windows, partitions, plumbing fixtures, electrical outlets, connections, equipment and other special elements, (ii) wall finishes, (iii) floor finishes, and (iv) a separate sign drawing satisfying the requirements of Exhibit D to the Lease.

B. TENANT'S WORKING DRAWINGS

Within twenty (20) days following Landlord's written approval of the Preliminary Plans, Tenant must submit to Landlord for Landlord's written approval Tenant's construction drawings and specifications (the "Working Drawings") in a form that satisfies the requirements set forth below and is suitable to obtain required governmental permits and a Certificate of Occupancy.

The Working Drawings must include two (2) sets of complete and fully dimensioned 1/4" scale construction drawings and two (2) sets of specifications prepared at Tenant's expense by Tenant's licensed architect, engineer or contractor, which drawings must indicate the specific requirements of Tenant's space, clearly outlining: (i) the storefront in detail with exterior elevations and including all materials and colors, (ii) separate drawings for signs satisfying the requirements of Exhibit D, (iii) interior partitions, (iv) reflected ceiling plan with specific fixtures indicated, (v) plumbing fixtures, and (vi) electrical plans (prepared by a licensed electrical engineer) setting forth all electrical requirements of Tenant; all in conformity with the description of Landlord's Work and Tenant's Work set forth in this Exhibit C.

Tenant's architect, engineer or contractor must verify at the job site all dimensions, locations of structural members and any other physical conditions affecting Tenant's construction drawings and assure full compliance with all governing codes, ordinances and regulations of authorities having jurisdiction. It is Tenant's exclusive responsibility to determine and fulfill any and all design requirements of Landlord or that are necessary to obtain required permits and a Certificate of Occupancy from all applicable governmental authorities.

C. APPROVAL BY LANDLORD OF TENANT'S WORKING DRAWINGS

The Working Drawings required under Article B are subject to Landlord's written approval. Landlord may advise Tenant of Landlord's objections; provided, however, in no event does Landlord's approval of Tenant's Working Drawings constitute an implication, representation or certification of any kind by Landlord that the Working Drawings comply with applicable statutes, codes, ordinances or other regulations, and in no event is Landlord liable for any defect therein or in any improvements constructed by Tenant, whether or not in accordance with the approved Working Drawings. Tenant assumes all risk with respect thereto and agrees to indemnify, defend and hold harmless Landlord for, from and against any and all damages, claims, losses, obligations or liabilities arising therefrom. If Landlord has not approved the Working Drawings in writing within one hundred twenty (120) days following the Effective Date, at any time thereafter but prior to such approval this Lease may be terminated by Landlord, subject to Tenant's receiving prior written notice and ten (10) days to cure all objections of Landlord.

Tenant may not require an exterior design, finish or construction other than one conforming to Landlord's overall plan and design for the Shopping Center or which has been approved in writing by Landlord. Without Landlord's consent, which may be withheld on the basis of aesthetic or other considerations, Tenant may not

- (a) make any changes to the storefront as shown in the Working Drawings;
- (b) install any exterior lighting, awnings or canopy, or any exterior decorations or paintings;

or

- (c) install any exterior sign that is not in full conformance with Exhibit D.

Following initial approval by Landlord of the Working Drawings, no changes, modifications or alterations thereto may be made without the prior written approval of Landlord. Any additional charges, expenses or costs, including Landlord's architect's fees, incurred by Landlord in approving said changes, modifications or alterations must be paid by Tenant.

II. LANDLORD'S OBLIGATIONS TO CONSTRUCT AND PAY FOR IMPROVEMENTS

The following is a general description of the construction to be provided by Landlord (sometimes herein referred to as "Landlord's Work"). Selection of structural systems, materials and finishes will be by Landlord or its duly licensed architects, engineers, and contractors.

A detailed set of working drawings for Landlord's Work will be available for review by Tenant and Tenant's architect, engineer or contractor ("Landlord's Plans"). If the work described in Tenant's Working Drawings requires additions or changes to Landlord's Plans, or additions or changes to Landlord's construction obligations under this Section II, and if Landlord approves in writing such additions or changes, Tenant must pay Landlord any increased costs resulting from the additions or changes, including any and all architectural, engineering, inspection, construction and related costs. Landlord may require Tenant to perform and pay for any modifications to Landlord's structural systems, materials and finishes required by Tenant's Working Drawings.

Landlord's construction and standard finishes are designed for normal retail merchandising use. Any reference to construction by Landlord to Code requirements ("Code") means Code requirements of applicable governmental authority for normal retail merchandising use, as existing at the Effective Date.

LANDLORD'S WORK

Landlord will provide per Landlord's Plans only the following improvements to the structure to be constructed by Landlord, and Landlord may select the manufacturer as to all materials and equipment that Landlord is obligated to supply. Landlord's Work does not include any improvements or facilities except the following:

1. STOREFRONT: As-is.
2. DEMISING WALLS: Demising walls will be framed with metal studs ready for Tenant's gypsum board, insulation, tape and wall finish. Depending on suite location one side of each demising wall will have gypsum board. Masonry walls, where they occur, will be unfinished. Any cross partitions or additional demising walls inside the Premises will not be a part of Landlord's Work.
3. CEILINGS: As-is.
4. WATER and SEWER: As-is.
5. HVAC: 30-ton roof-mounted HVAC unit, duct stubbed below roof deck, electrical conduit from disconnect mounted on HVAC unit stubbed below roof deck for connection by Tenant.
6. ELECTRICAL: As-is; 1,000 amps.
7. GAS: As-is.
8. INSULATION: As-is.
9. SPRINKLER SYSTEM: As-is.
10. FLOORS: As-is.
11. TELEPHONE: As-is.
12. REAR ACCESS DOOR: As-is.
13. GREASE INTERCEPTOR: As-is, ~~existing grease~~ 2,000 gallon interceptor. However, if the City requires a larger grease interceptor, Landlord shall pay for the cost of the larger grease interceptor, but the installation of any such larger grease interceptor will be incorporated into the plans and specifications for Tenant's Work.
14. AWNING: As specified, in the location and dimensions depicted on the Floor Plan attached as Annex 1 to this Exhibit C.

III. TENANT'S OBLIGATIONS TO CONSTRUCT AND PAY FOR IMPROVEMENTS

A. TENANT'S WORK

All items of work not specifically included above in Landlord's Work required for the operation of Tenant's business at the Premises must be provided by Tenant at Tenant's expense ("Tenant's Work"). The failure of Tenant to pay when due all costs and expenses relating to Tenant's Work constitutes a default under this Lease in like manner as the failure to pay rent when due. Tenant shall pay for its building (tenant improvement) permit fees, fees for permits for Tenant's exterior Building signs, and power, gas and phone utility connection and meter fees for utilities exclusively serving the Premises, and the meters. Tenant's Work includes, without limitation, the purchase, installation and performance of, and payment for, the following (including any and all applicable architectural and

engineering services and fees, and fees, charges and other costs related to governmental permits, licenses and approvals):

1. SHOW WINDOW BACKGROUNDS: All show window backgrounds, show windows, show window ceilings, show window lighting installations and display platforms.
2. SIGNS: The lettering of sign panels above storefronts on the surface provided by Landlord. Such lettering must be designed by Tenant in accordance with Exhibit D and approved by Landlord.
3. WALLS AND COLUMNS: All interior partitions and walls, including cross partitions, if applicable, and finishes on all walls, doors and columns within the Premises.
4. INTERIOR PAINTING: All interior painting and decoration within the Premises, including all interior finish in show windows.
5. PLUMBING: All plumbing other than that included in Landlord's Work, including connections to utility systems.
6. WATER HEATER: Water heater for domestic hot water where required by Tenant.
7. HVAC: Distribution grills, diffusers, condensate line, and electrical to the HVAC unit.
8. ELECTRICAL: Electric meter, panel, feeder wire, switch and fuses.
9. GAS: If gas has been stubbed to the Shopping Center and Tenant requires gas, Tenant is responsible for bringing gas to the Premises from the location stubbed by Landlord, and for installing Tenant's separate gas meter.
10. TELEPHONE: Tenant must make arrangements for telephone wiring from the main telephone mounting board for the Shopping Center into the Premises and distribution within the Premises.
11. FURNITURE, FIXTURES AND SIGNS: All interior furniture, furnishings, trade fixtures, signs and related parts.
12. FLOOR COVERINGS: All floor coverings, floor finishes and preparation of floors to receive same. Carpeting or other quality floors, such as glazed or unglazed pavers, ceramic tile, marble, granite, wood, or wood parquet, must be used in Tenant's public areas. Vinyl or linoleum tile may not be used in Tenant's public areas without the prior approval of Landlord. Linoleum, tile, carpet or similar floor coverings may only be affixed in a manner approved by Landlord.
13. MERCHANDISING FIXTURES AND MISCELLANEOUS EQUIPMENT AND CONNECTIONS: Electrical and mechanical connection of all floor and wall merchandising fixtures or equipment and related parts (including kitchen and food service equipment, if permitted) and other equipment required by Tenant's business.
14. MECHANICAL EQUIPMENT: All mechanical equipment located within the Premises, including all electrical and mechanical work related thereto.
15. ALTERATIONS AND ADDITIONS: Alterations and additions to any wall or floor, including penetration or reinforcements required to accommodate Tenant's Work. The installation of any safes, vaults and other heavy items must satisfy any load requirements specified by Landlord's architect or engineer.
16. ROOF PENETRATIONS: No penetrations of the roof are permitted without the prior written approval of Landlord. Roof penetrations, if any, permitted by Landlord must be engineered and installed in accordance with standard project details and roofing specifications ("Roofing Specifications"), with all roofing repairs to be performed by Landlord's original roofing subcontractor or another roofing contractor approved by Landlord (the "Approved Roofing Contractor") and subject to the roofing manufacturer's certification that all roofing warranties and guarantees are in full force and effect, all at Tenant's expense. All flashing, counterflashing and roofing repairs must conform to Roofing Specifications and be performed by the Approved Roofing Contractor. Tenant must temporarily seal roof penetrations until all roof penetrations are complete, approved by

Landlord's construction manager and resealed by the Approved Roofing Contractor.

17. HARDWARE: All hardware as required by Tenant
18. CONTRACTORS: If Tenant employs any contractor or subcontractor currently under contract to Landlord in the construction of Tenant's Work, Tenant must specifically engage such contractor or subcontractor for such work. Tenant's Work may not be undertaken as a change or addition to Landlord's contract with the respective contractor or subcontractor without Landlord's prior approval. If Paragraph 12.3 of the Lease is applicable to Tenant's Work, Landlord's consent to the applicable repairs, alterations, additions, replacements, decorations or other improvements may be conditioned on Tenant's use of contractors specified by Landlord.
19. PATIO AREA: All Patio Area renovations Tenant may, at its sole cost and expense, enlarge the Patio Area, subject to Landlord's approval.
20. AWNING: All upgrades to the awning from the condition to be delivered by Landlord pursuant to Landlord's Work.

B. PAYMENTS BY TENANT

Tenant must pay Landlord, within ten (10) days following Tenant's receipt of a statement from Landlord itemizing the applicable costs and expenses in reasonable detail, for (i) any Tenant's Work done by Landlord for Tenant in Landlord's discretion, and (ii) a construction management fee payable to Landlord in an amount equal to ~~five~~ three percent (~~5~~ 3%) of the cost of Tenant's Work. Landlord may estimate the amount of any reimbursable costs under this Section III B and require Tenant to pay the estimated cost prior to performance of any work or authorization of any service.

C. CONSTRUCTION DEPOSIT

Prior to the commencement of Tenant's Work, Tenant or Tenant's contractor shall deliver to Landlord a Construction Deposit (herein so called) in the amount of Five Thousand and No/100 Dollars (\$5,000.00). Tenant and Tenant's contractor may not commence the construction of Tenant's Work prior to the delivery of the Construction Deposit. Tenant's contractor shall be responsible for the repair, replacement or clean up of any damage done by Tenant's contractor to the Shopping Center or to other tenants' contractors' work or to debris generated by the performance of Tenant's work, including repairs to access ways to the Premises. In the event Tenant's contractor fails to perform the required repairs and/or clean up, which failure continues for five (5) days after written notice thereof by Landlord to Tenant, in addition to the remedies otherwise available to Landlord under the Lease, Landlord may apply so much of the Construction Deposit as may be necessary to pay for the costs of such repairs and/or clean up. The Construction Deposit (or, if applicable, the portion not applied by Landlord in accordance with the provisions of the preceding sentence), shall be returned by Landlord to Tenant or Tenant's contractor within thirty (30) days after Tenant's written request to Landlord, which request may be made only after Tenant has opened for business at the Premises.

IV. PROCEDURE FOR CONSTRUCTION OF TENANT'S WORK

A. NOTICE OF DELIVERY DATE

Following the Delivery Date described in Paragraph 4.1, Tenant must promptly commence and thereafter diligently complete all of Tenant's Work. Tenant's Work may not commence until the Delivery Date. Tenant's Work must be performed through the services of a licensed, bondable contractor approved by Landlord (unless such contractor is on a pre-approved list provided by Landlord in a good and workmanlike manner, free and clear of any liens or encumbrances, and in strict conformance with all applicable statutes, ordinances, rules, regulations and building codes of any governmental authority having jurisdiction over the Premises. Tenant must comply with any construction directives of Landlord and may not interfere with any of Landlord's construction activities. Tenant is responsible for any loss or damage to Landlord's Work caused by Tenant or its contractors during construction of Tenant's Work, regardless of whether Tenant is negligent.

B. LANDLORD'S RIGHT TO INSPECT

During the course of construction of Tenant's Work, Landlord may enter upon the Premises at all reasonable times for the purpose of inspecting the construction of Tenant's Work or completing Landlord's Work. Tenant agrees to deliver written notice to Landlord reasonably in advance of the closure of walls, subflooring or other constructed areas in order to enable Landlord to inspect them prior to closure. If Landlord finds any workmanship inferior, defective or not in accordance with the approved Working Drawings, Landlord may notify Tenant and Tenant must promptly correct such inferior, defective or deficient construction. Landlord's authority to act under this paragraph does not give rise to a duty of Landlord to make inspections or otherwise enforce Tenant's compliance with this Lease. Tenant's failure to complete or cause to be completed Tenant's Work in a good and workmanlike manner constitutes a default under this Lease.

C. ACCEPTANCE OF POSSESSION

1. Tenant will accept possession of the Premises on the Delivery Date described in Paragraph 4.I and prior to Tenant's installing any fixtures or equipment.

2. At the time Tenant enters the Premises to perform the work required of Tenant and in any event prior to commencement of construction of Tenant's Work:

(a) All of Tenant's obligations under this Lease (excepting the obligation to pay Rent, if not then accrued) will be in full force and effect.

(b) Tenant agrees to pay for the utilities (air conditioning or heat, gas, water, electricity) thereafter furnished to the Premises.

(c) All of Tenant's insurance required under Article 15 of this Lease must be in full force and effect and evidence thereof delivered to Landlord.

(d) Tenant must require Tenant's contractor(s) to maintain Worker's Compensation insurance as required by law and public liability insurance with limits equal to those set forth in Article 15 of this Lease. Tenant agrees to indemnify, defend and hold harmless Landlord for, from and against any claim, demand, loss, liability, injury or damage to persons or property resulting from such work including the activities of Tenant's contractor(s), including, without limitation, mechanics' liens and attorneys' fees.

(e) Copies of any construction contract, change orders or other documentation relating to the construction of Tenant's Work or any portion thereof between Tenant and any contractor must be fully executed and delivered to Landlord.

(f) Copies of all necessary licenses (including sales tax licenses of Tenant's contractors) and permits must be delivered to Landlord.

D. CONSTRUCTION OF TENANT'S WORK

Construction of Tenant's Work is subject to the following:

1. If Landlord's Work is complete and approved by applicable governmental authority and Tenant desires to make changes thereto (either minor or major), then Tenant is responsible for obtaining complete architectural drawings including mechanical, plumbing and electrical, where applicable, to show the alterations, and Tenant must obtain Landlord's prior written approval thereof. Tenant will also be fully responsible for obtaining all municipal and other required permits, coordinating and scheduling all subcontractor's work and obtaining final inspection and Certificate of Occupancy from applicable governmental authority. Tenant's proposed construction schedule must be submitted to Landlord prior to performance of any work and is subject to Landlord's approval.

2. Notwithstanding anything to the contrary contained herein, Tenant agrees, at its cost, to use Landlord's contractors for any alterations, additions and revisions described in Paragraph 12.3 of the Lease. In all events, Tenant will use Landlord's fire sprinkler, fire alarm and roofing contractors.

3. Tenant is responsible in all instances to obtain approvals, permits and inspections from the applicable governmental authority, if required.

4. If Tenant's Work requires modifications or changes to any structural elements, Tenant is required to submit architectural and structural drawings to be reviewed and detailed by Landlord's architect or structural engineer for the Shopping Center, so that the structure may be modified accordingly. All structural modifications required must be performed by Landlord's contractor, if required by Landlord. Tenant is responsible for all fees, costs, and permits required and necessary to complete said modifications.

5. During construction of Tenant's Work, all trash must be cleaned up daily and either removed from the Shopping Center and all Common Areas or put in a construction dumpster provided by Tenant in a location approved by Landlord. If Tenant fails to keep areas clean, Landlord may at Landlord's option perform the necessary work at Tenant's expense.

6. The use of any building material containing asbestos is strictly prohibited.

7. Tenant's contractor(s) and workmen must maintain clear access to all areas of the Premises for police, fire and emergency personnel and equipment, as required by local authorities.

E. CASUALTY OR CONDEMNATION

The provisions of this Exhibit C apply with equal force and effect to repair or restoration of the Premises necessitated by casualty or condemnation as described in Articles 14 and 20 of the Lease, but without the benefit of any allowance or payments, if any, made by Landlord to Tenant at the time of original construction in connection with the work described in this Exhibit C.

V. RISK OF LOSS

Any work performed by Tenant, and any fixtures or personal property moved onto the Premises are at Tenant's own risk. Neither Landlord nor Landlord's agents or contractors are responsible to Tenant for loss, theft,

damage or destruction of Tenant's Work or property. Tenant agrees to indemnify, defend and hold harmless Landlord for, from and against any claims, damages, actions and causes of action made or brought and all liabilities, losses, damages, costs and expenses (including, without limitation, attorneys' fees) made with respect to loss, theft, damage or destruction of property of third persons moved onto the Premises.

VI. NOTICE OF NONRESPONSIBILITY

Landlord and Tenant agree, and notice is hereby given, that Tenant is not the agent of Landlord for the construction, alterations or repair of any improvements on the Premises that are the obligation of Tenant under this Lease, the same being done at the sole direction and expense of Tenant. All contractors, materialmen, mechanics, and laborers are hereby charged with notice that they must look solely to Tenant for the payment of any charge for work done or material furnished on the Premises by or at the direction of Tenant. Tenant has no right, agency, power or authority to bind Landlord, or any interest of Landlord, for the payment of any claims for labor or material, or for any additions, alterations or repairs on or to the Premises, and Tenant agrees to post notices on the Premises during all construction work of any nature performed by Tenant that Landlord is not responsible for any material and labor used or employed by Tenant on the Premises. Further, at least ten (10) days prior to commencement of any work that might result in any lien, Tenant agrees to notify Landlord in writing, and Landlord or its representatives have the right to go upon and inspect the Premises at all reasonable times and to post and record or confirm the posting by Tenant and/or recordation of notices of nonresponsibility or such other notices as Landlord deems proper for the protection of Landlord's interests.

VII. PUNCH LIST

In accordance with Paragraph 26.2, following the Delivery Date Tenant may prepare a punchlist of incomplete items for which Landlord is responsible. At Landlord's request, Landlord and Tenant will participate in a joint walkthrough of the Premises in connection with the preparation of the punchlist. Other than the items specified in the punchlist, by taking possession of the Premises or commencing the construction of Tenant's Work, Tenant will be deemed to have accepted the Premises in their "as is, where is" condition on the Delivery Date and to have acknowledged that Landlord has installed all improvements for which Landlord is responsible under this Exhibit C and that there are no items needing additional work or repair. Landlord is not liable for any latent or patent defects. The punchlist will not include any damage to the Premises caused by Tenant's move-in or early entry, the repair of which is the sole responsibility of Tenant.

VIII. TENANT IMPROVEMENT ALLOWANCE

Landlord grants to Tenant an allowance of up to One Hundred Fifty and No/100 Dollars (\$150.00) per square foot of the Premises (\$710,400.00 total) (the "Tenant Improvement Allowance") to reimburse Tenant for a portion of the costs of construction of Tenant's Work. In the event that the cost for the Tenant Improvements exceeds Tenant Improvement Allowance, Tenant shall be responsible for the incremental cost in excess of Tenant Improvement Allowance ("Tenant's Contribution").

Tenant may request payment of the Tenant Improvement Allowance in periodic draws; provided, however that in no event shall Tenant be permitted to make a draw request more often than one (1) time in any thirty (30) day period. Each of draw request shall be made in accordance with the following:

(1) Tenant shall (i) with respect to the repayment of design, architectural, engineering and agency fees, supply written invoices from the applicable party to Landlord, (ii) with respect to construction fees, deliver to Landlord an Application and Certificate for Payment (AIA Document G702) executed by Tenant's contractor and Tenant's architect, showing the percentage and value of work completed since the prior disbursement and stating that the portion of the Tenant's Work for which the disbursement is requested has been completed (which portion must equal the applicable draw request (i.e., if Tenant requests a draw equal to 10% of the Tenant Improvement Allowance, then at least 10% of Tenant's Work must be completed), and (iii) provide Landlord with conditional lien releases from Tenant's general contractor, all subcontractors and material suppliers for all major trades involved in the Tenant's Work and related to the applicable draw request. The Application and Certificate for Payment shall constitute a representation by Tenant that the Tenant's Work identified therein has been completed in a good and workmanlike manner and in substantial accordance with the Landlord approved drawings and specifications;

(2) Landlord shall disburse (i) one hundred percent (100%) of any design, architectural, engineering and agency fees and (ii) ninety percent (90%) of the value stated in line item 4 of each Application and Certificate for Payment (less any previous certificates for payment) and shall retain ten percent (10%) of the value stated in line item 4 of each Application and Certificate as retainage to be disbursed upon completion of the Tenant's Work as described below, each of which shall be paid within thirty (30) days of each submittal for payment;

(3) Disbursement of the final, remaining portion of the Tenant Improvement Allowance shall be made to Tenant by Landlord within thirty (30) days after (i) the following conditions have been satisfied, and (ii) Landlord has received notice of such fact:

(a) All of Tenant's Work has been fully completed and finally inspected by applicable governmental authority, Tenant's Building sign is installed and operational, and a permanent Certificate of Occupancy has been issued, and Tenant has delivered to Landlord a certification from Landlord's roofing contractor stating that all roof penetrations have been properly sealed and Landlord's roof warranty remains in full force and effect;

(b) Received (i.e., paid) invoices indicating the total actual costs of Tenant's Work, and all final and unconditional lien waivers (duly executed and notarized) from suppliers, laborers, materialmen, contractors and subcontractors have been obtained and provided to Landlord;

(c) There is not then in existence a default by Tenant under this Lease, and no event shall have occurred or state of facts exists which, if continued uncured, will, with the lapse of time or the delivery of notice, or both, constitute a default by Tenant under this Lease;

(d) Tenant has supplied to Landlord acceptable "as built" drawings for any modifications to the shell, structure, roof, mechanical, plumbing, fire protection, or electrical systems;

(e) Tenant's monument sign panel(s) have been installed and photographic evidence has been submitted to Landlord confirming installation in the correct location(s); and

(f) Tenant has signed all documentation required by Landlord to accept possession of the Premises, has opened the Premises for business to the public as a fully fixtured, stocked and staffed store, has commenced paying Minimum Monthly Rent, and has not committed any act which with notice or the passage of time or both would constitute a default; and

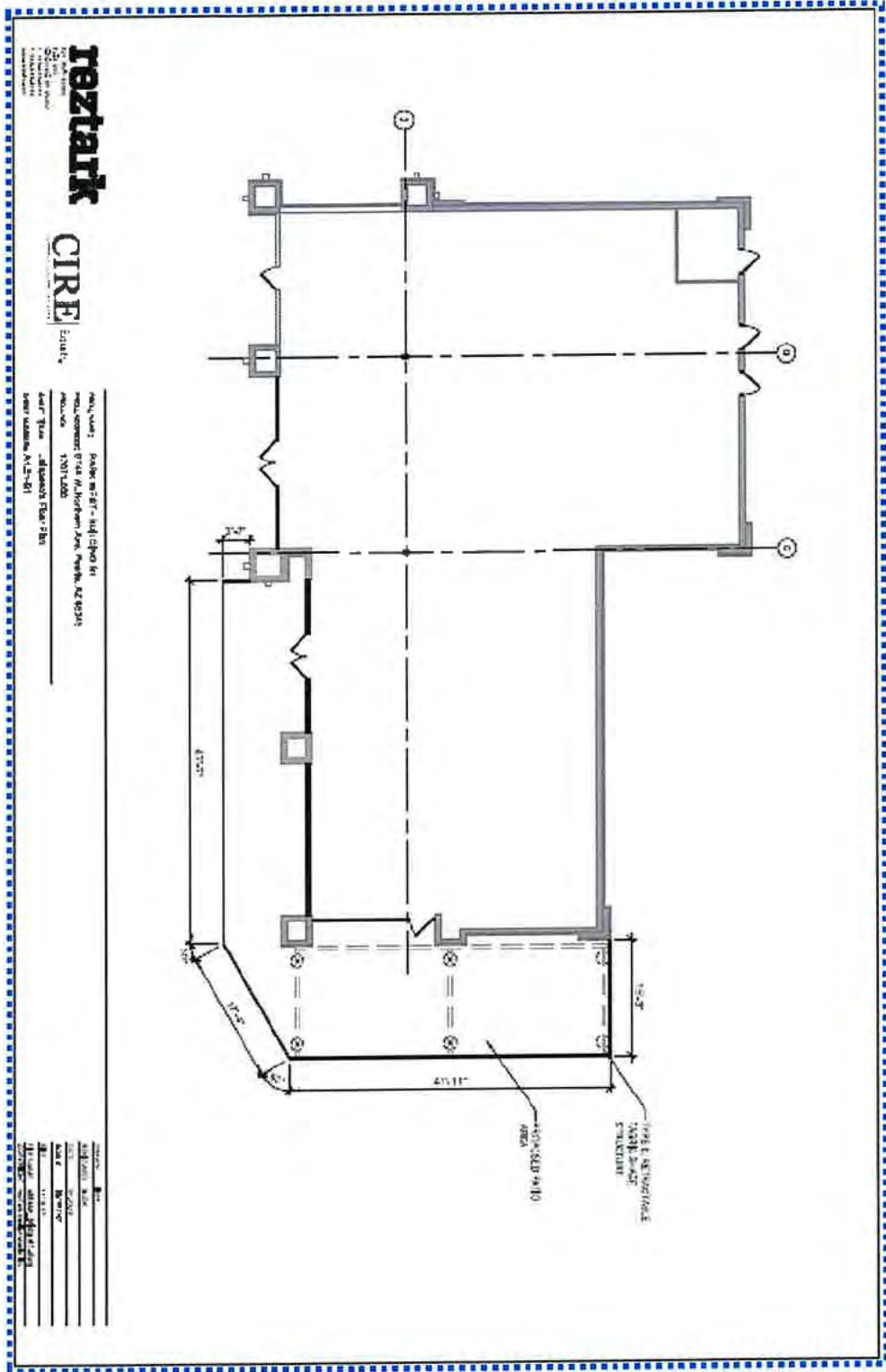
Notwithstanding the foregoing, the amount of the Tenant Improvement Allowance payable by Landlord will not exceed the total actual costs of Tenant's Work, and no portion of the Tenant Improvement Allowance may be applied by Tenant to purchase furniture, fixtures, equipment or other personal property

In the event that the Lease is terminated prior to the expiration of the initial Term of this Lease by reason of Tenant default, then Tenant shall immediately repay to Landlord the unamortized portion of the Tenant Improvement Allowance (amortized over ten (10) years), the unamortized cost of Landlord's Work (amortized over ten (10) years) and the unamortized brokerage commissions paid by Landlord (amortized over ten (10) years).

The provisions of this Section VIII shall operate as and be deemed to be a condition precedent to Tenant's right to receive and be paid the Tenant Improvement Allowance. Tenant agrees that no part or portion of the Tenant Improvement Allowance shall vest in Tenant, nor shall Tenant see, assign, encumber or create a security interest in the Tenant Improvement Allowance prior to full and complete compliance with all of the provisions of this Work Letter.

Annex 1 to Exhibit C

Floor Plan with Awning and Patio Area



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EXHIBIT D
SIGN CRITERIA

EXHIBIT E

ESTOPPEL CERTIFICATE

Pursuant to Paragraph 19.1 of the Lease dated _____, by and between _____
 _____, a(n) _____ ("Landlord") and _____
 _____, a(n) _____ ("Tenant") covering _____ suite(s)
 _____ (the "Premises") in the retail shops space known as
 _____ (the "Shopping Center"), Tenant hereby certifies the following:

1. Tenant is in possession of and occupies the Premises.
2. The Lease is in full force and effect and unmodified except as follows: [NONE]
3. Tenant has not assigned the Lease or subleased all or any portion of the Premises.
4. The Commencement Date of the Lease is _____
5. The expiration date of the Lease is _____
6. Tenant currently pays Minimum Monthly Rent under the Lease in the amount of \$ _____
 which has been paid through _____
7. Tenant currently pays estimated Operating Costs in the amount of \$ _____ per month which has
 been paid through _____
8. The amount of the Security Deposit held by Landlord under the Lease is \$ _____
9. Tenant has no claim, charge, defense, right to setoff, lien, abatement or counterclaim against Landlord in
 respect of payment of Rent or otherwise under the Lease.
10. To the best of Tenant's knowledge, there are no defaults under the Lease on the part of Landlord or Tenant and
 no event has occurred which, with the passage of time or the giving of notice, or both, would constitute such a
 default.
11. All work, if any, required to be performed by Landlord under the Lease has been performed in full, and the
 Premises are entirely satisfactory and suitable for Tenant's purposes.
12. Tenant claims no right, title or interest in or to the Premises except pursuant to the Lease, there are no oral or
 written agreements affecting Tenant's occupancy of the Premises except the Lease, and Tenant has no option to
 purchase, right of first refusal, or similar right to acquire any interest in or to the Shopping Center or the
 Premises.
13. Tenant acknowledges and agrees that its rights and interests under the Lease are subject and subordinate to any
 financing and related documentation now or hereafter placed against the fee interest in the Premises by
 Landlord.
14. The Lease is guaranteed by Guarantor. Guarantor has reviewed this Certificate and certifies that (i) to
 Guarantor's actual knowledge, this Certificate is true, correct and complete, and (ii) the Guaranty of Lease
 executed by Guarantor and delivered to Landlord (the "Guaranty") is in full force and effect and there are no
 existing credits, defenses, offsets or counterclaims which Guarantor has against Landlord or against Tenant
 which would adversely affect the enforcement of the Guaranty by Landlord against Guarantor.

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15. This Estoppel Certificate may be relied on by any prospective lender or purchaser of the Premises or the Shopping Center.

DATED: _____

TENANT

GUARANTOR:

EXHIBIT F

RULES AND REGULATIONS

1. Common Areas. No tenant may interfere with the rights of Landlord and other tenants and their respective agents, employees, contractors, customers and invitees in the use of any part of the Common Areas. No tenant may use any portion of the Common Areas for the conduct of its business or the display of merchandise without Landlord's consent. Landlord reserves the right to use portions of the Common Areas for purposes of displays, programs, events, sales promotions or other purposes or uses that may be of interest to the general public or in the best interests of the Shopping Center. Landlord reserves the right to temporarily close portions of the Common Areas for reasonable purposes.
2. Parking. Each tenant must supply Landlord upon request with a list of the vehicles and license plate numbers of such tenant's employees and agents. No tenant or its employees may park in driveways, loading areas, parking spaces designated as reserved, or other areas prohibited by Landlord. Landlord reserves the right to remove from the Shopping Center any vehicle parked in unauthorized areas, without notice, and without liability to Tenant or its employees, or to charge Tenant a fee (not to exceed \$25 per day) for such unauthorized parking, in addition to other remedies contained in this Lease. All tenants and their employees must comply with all parking and traffic control directives or restrictions posted in the Shopping Center.
3. Deliveries. All delivery or shipping of merchandise, all loading and unloading of goods, and the parking of service or delivery trucks in the Shopping Center, must be done only at such times, in such areas and through such entrances as are designated by Landlord.
4. Combustible Materials. No tenant may use or keep in any premises or at the Shopping Center any kerosene, gasoline, paint or other inflammable or combustible fluid or material without Landlord's consent.
5. Disruptive Individuals. Landlord reserves the right to exclude or expel from the Shopping Center any person who is under the influence of drugs or alcohol, is disruptive, or whose presence in the judgment of Landlord is otherwise detrimental to the safety, character, reputation or best interests of the Shopping Center or its tenants.
6. No Solicitation. No tenant may solicit, canvas, post handbills or other advertisements, or otherwise disturb or inconvenience other tenants or customers of the Shopping Center.
7. Trash. All tenants must keep their premises and any adjacent areas and sidewalks free from trash, litter, dirt and debris. All refuse must be kept in containers approved by Landlord, and deposited in exterior receptacles designated for such purposes by Landlord for regular pickup and disposal in accordance with a schedule established by Landlord. The cost of trash removal will be included in Operating Costs if provided by Landlord; otherwise each tenant is responsible for obtaining trash removal service at its expense. No burning of refuse of any kind is permitted.
8. Flashing Lights/Moving Signs. No blinking or flashing lights or moving signs of any kind are permitted in the Shopping Center without Landlord's consent.
9. Plumbing. All plumbing facilities may be used only for their intended purposes, and the expense of any breakage, stoppage or other damage to Shopping Center plumbing facilities resulting from a violation of this provision is chargeable to the tenant responsible.
10. Pest Extermination. Upon request of Landlord and at such intervals as Landlord reasonably requires, a tenant must engage a pest extermination contractor designated by Landlord at the tenant's cost, to prevent infestation.
11. Vending Machines. No tenant may sell merchandise from vending machine(s) or allow any coin-operated vending or gaming machine(s), including, without limitation, pay telephone(s), on its premises, without Landlord's consent.
12. Designated Employee Smoking Areas. Landlord reserves the right to designate an area or areas in the Common Areas for purposes of smoking by employees of tenants, and if so designated, no employee smoking in the Common Areas outside such area(s) is permitted. No loitering in front of any tenant's premises for smoking purposes is permitted and all exterior areas surrounding a tenant's premises must be kept clean of cigarette butts.
13. Parades, Picketing, Demonstrations. No parades, picketing, demonstrations or other activities of a civil or political nature may occur in the Shopping Center without Landlord's consent, which may be withheld in Landlord's discretion.

Landlord reserves the right to unilaterally waive the application of these Rules and Regulations in any particular instance and to amend or supplement these Rules and Regulations from time to time. Such amendments or supplements are effective against each tenant upon Landlord's written notice.

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EXHIBIT G
EXCLUSIVES

1. BATH & BODY WORKS:

Kiosks. Notwithstanding anything in the Lease to the contrary, Landlord shall not authorize any kiosk, cart or other form of merchandising unit to be situated within fifty feet (50') of any portion of the storefront of the Leased Premises if said kiosk, cart or other merchandising unit is used for the sale and/or display of bath and/or body care products, or candles. In the event of a violation of this provision, which violation is not cured by Landlord within ten (10) days following notice from Tenant to Landlord, Tenant may abate all rent and charges payable hereunder (retroactive to the date of Tenant's notice to Landlord) until such time Landlord cures the violation of this provision.

2. B.J'S

Section 5.06. Competing Business. Notwithstanding anything contained in this Lease to the contrary, Landlord shall not lease space within the Shopping Center to a tenant

3. CHARMING CHARLIE:

Section 7.05: EXCLUSIVE RIGHT.
So long as (i) Tenant is not then in default beyond all applicable notice and cure periods provided under this Lease and (ii) Tenant is open for business fully staffed, stocked, and fixtured as a typical "Charming Charlie" store (as such Trade Name may change from time to time in accordance with Section 16.01 of this Lease), Landlord hereby covenants and agrees that from and after the date of full execution of this Lease through the expiration or earlier termination of this Lease, (a) Tenant shall have the exclusive right to sell "Women's Accessories" (as hereinafter defined), (b) Landlord shall not lease space in the Shopping Center to any tenants or occupants operating under the trade name (or successor to such names) "Compass Trading Co." store, and (c) Landlord will not enter into a lease as to retail premises located in the Shopping Center to a "Versona" store or to an "Accessorize" store (collectively, the "Covenant").

4. COLD BEER & CHEESEBURGERS:

11.10 Landlord's Exclusive Covenant. Subject to the limitations set forth below, Landlord agrees not to hereafter lease other space in the Shopping Center to a tenant or occupant that receives more than fifteen percent (15%) of its annual gross sales from the sale of hamburgers; provided, however, that the foregoing restrictions shall not prevent Landlord from leasing one (1) other space in the Shopping Center to a tenant or occupant that operates a fast casual or quick-serve restaurant (but not any full-service operations such as Buffalo Wild Wings, Zips, Red Robin, Chili's, HopDoddy or similar restaurants) whose annual gross sales from the sale of hamburgers exceeds fifteen percent (15%), such as, without limitation, Five Guys Burgers & Fries, The Habit, Burger Lounge, McDonald's or In-N-Out Burger ("Landlord's Exclusive Covenant"):

5. CREAMISTRY

11.10 Landlord's Exclusive Covenant. Subject to the limitations set forth below, Landlord agrees not to hereafter lease other space in the Shopping Center to a tenant or occupant whose primary business is the operation of an ice cream, yogurt and gelato store except that sales of yogurt are permitted by another tenant or occupant in the Shopping Center whose sales of yogurt for any calendar year do not exceed 20% of the annual revenue generated by such tenant or occupant in the Shopping Center ("Landlord's Exclusive Covenant"):

6. FLEMINGS:

REDACTED SECTION

(h) any "upscale casual steakhouse" restaurant in any portion of the Shopping Center. An "upscale casual steakhouse" restaurant means any restaurant where steak, prime rib or beef is a specialty or featured food comprising at least forty percent (40%) of such restaurant's gross sales, but excludes casual, value priced, family style steakhouses such as, as of the Effective Date, Lone Star Steakhouse, Texas Roadhouse and Outback Steakhouse. As of the Effective Date, examples of upscale casual steakhouses which would be prohibited are Ruth's Chris, Morton's, The Palm, Earl's, Capital Grill, Del Frisco's, and Sullivan's. In the event Tenant, its assignee or subtenant is no longer operating an upscale casual steakhouse restaurant, the foregoing upscale casual steakhouse exclusive shall be null and void. In the event Tenant is operating a restaurant other than a upscale casual steakhouse restaurant, in lieu of a upscale casual steakhouse exclusive, subject to and in accordance with the provisions for changing the Permitted Use set forth in Section 4.1 hereIn, from and after the point Tenant is operating a restaurant other than an upscale casual steakhouse restaurant, Landlord agrees that it shall not operate or permit the operation of any restaurant format which duplicates the primary featured food concept of the restaurant then being operated on the Premises.

7. GRIMALDI'S:

Rent Reduction: Notwithstanding anything contained in this Lease to the contrary, if Landlord shall lease space in the portion of the Shopping Center shown on EXHIBIT R (attached hereto) ("Rent Reduction Area") of which the Leased Premises is a part to a Competing Business (as defined below) for the Restricted Use (as defined below) during the Term, then Tenant's sole and exclusive remedy shall be the right to pay Landlord, in lieu of Minimum Annual Rental, a sum equal to 6% of Net Sales payable as provided for in Reference Provision 1.26 relating to Substitute Rent (In no event shall this alternate rent exceed the rent otherwise provided for in this Lease) for the period of time during which the Competing Business is open and operating in the Shopping Center. This right shall be exercised upon thirty (30) days prior written notice given by Tenant to Landlord. "Restricted Use" shall mean the operation of a restaurant or food operation which has fifty percent (50%) or more food sales from pizzas. "Competing Business" shall mean a business not affiliated with Tenant which uses its premises in the Rent Reduction Area primarily for the Restricted Use or uses the word "Pizza" or "Pizzeria" in its signage or doing business as name, but excluding:

- a. any business occupying its premises directly or (as an assignee, sublessee, licensee or concessionaire) indirectly under a lease that was executed prior to the execution of this Lease but is in effect as of the date of this Lease (a "Prior Lease"), a renewal or extension of a Prior Lease,

or a new lease that is executed by a business which leased or occupied premises in the Shopping Center directly or indirectly under a Prior Lease;
b. any restaurant greater than 20,000 square feet;
c. any fast food or food court tenant operating out of less than or equal to 1,000 square feet of space;
d. such tenant operating under the trade name "Red Brick Place" or a substantially similar trade name.

8. HARKINS THEATER:

(d) Conflicting Exclusives. Landlord warrants that it has not and will not grant to any other tenant or occupant of the Shopping Center exclusive rights that would in any manner restrict or purport to restrict Tenant from engaging in uses, including those described above, that are incidental to the operation of a motion picture theatre.

9. HASH KITCHEN:

11.10 Landlord's Exclusive Covenant. Subject to the limitations set forth below, so long as Tenant is open for business in the Premises and conducting as a primary business in the Premises the operation of a full service restaurant selling, at retail, breakfast food under the trade name Hash Kitchen, Landlord agrees not to hereafter lease other space in the Shopping Center to a tenant or occupant whose primary business is the operation of a full service restaurant serving breakfast food as primary business ("Landlord's Exclusive Covenant").

10. IDEAL IMAGE:

~~Section 11.10. LANDLORD'S EXCLUSIVE COVENANT. Subject to the limitations set forth below, so long as Tenant is open for business in the Premises and conducting as a primary business in the Premises the operation of a full service restaurant selling, at retail, breakfast food under the trade name Hash Kitchen, Landlord agrees not to hereafter lease other space in the Shopping Center to a tenant or occupant whose primary business is the operation of a full service restaurant serving breakfast food as primary business ("Landlord's Exclusive Covenant").~~

11. KOI POKE:

11.10 Landlord's Exclusive Covenant. Subject to the limitations set forth below, Landlord agrees not to hereafter lease other space in the Shopping Center to a tenant or occupant that is either (i) a quick service Japanese restaurant with only counter service, or (ii) whose primary business (meaning at least twenty percent (20%) or more of such tenant's or occupant's gross sales) is the operation of a restaurant serving "poke" ("Landlord's Exclusive Covenant"); provided, however, Landlord's Exclusive Covenant shall expressly exclude and, thus, Landlord shall be permitted to lease other space in the Shopping Center to any full-service Japanese restaurant, that is not limited to only counter service, that serves "poke".

12. LENS CRAFTERS:

Center, with no corresponding reduction in the Annual Sales Base. "Exclusive Use" shall mean the operation of an optical store with either a lab for the fabrication of eyeglasses or an office for the furnishing of eye exams or other professional eye care treatments. "Competing Business" shall mean a business not affiliated with Tenant which uses its premises in the Shopping Center primarily for the Exclusive Use, excluding:

- (a) (i) any business occupying its premises directly or (as an assignee, sublessee, licensee or concessionaire) indirectly under a lease that was executed prior to the execution of this Lease but is in effect as of the date of this Lease (a "Prior Lease"), which Prior Lease contains any element of the Exclusive Use within its permitted use;
- (ii) a renewal or extension of a Prior Lease for its original Permitted Use;
- (iii) a new lease that is executed by a business which leased or occupied premises in the Shopping Center directly or indirectly under a Prior Lease for its original Permitted Use; (a "New Lease"); and
- (iv) a renewal or extension, for its original Permitted Use, of a Prior Lease or a New Lease for another location in the Shopping Center;
- (b) any anchor (as hereinafter defined);
- (c) any business which incidentally engages in the Exclusive Use. A business shall be deemed to be using its premises primarily for the Exclusive Use if, on an annual basis, more than 30% of its premises are devoted to the Exclusive Use. A business shall be deemed to be using its premises in the Shopping Center incidentally for the Exclusive Use if, on an annual basis, less than 30% of its premises are devoted to the Exclusive Use; and
- (d) any business which engages in the Exclusive Use, but is not specifically permitted to do so in its lease.

13. MYSTIC NAILS:

(c) The Leased Premises shall be used and occupied only for the Permitted Use in the Reference Provisions, and for no other use or purpose whatsoever. Unless specifically noted in the Reference Provisions, Tenant does not have exclusive rights to sell any particular merchandise or provide any particular services in the Shopping Center.

14. ORANGETHEORY FITNESS:

11.10 Landlord's Exclusive Covenant. Subject to the limitations set forth below, Landlord agrees not to hereafter lease other space in the Shopping Center to a tenant or occupant whose primary business is the operation of a boot camp style or heart-monitored group fitness facility ("Landlord's Exclusive Covenant").

15. PITA JUNGLE:

11.10 Landlord's Exclusive Covenant. Subject to the limitations set forth below, Landlord agrees not to hereafter lease other space in the Shopping Center to a tenant or occupant whose primary business is the operation of a restaurant selling healthy Mediterranean/Middle Eastern cuisine, natural foods, and foods featuring the use of pita and flat style bread as primary use ("Landlord's Exclusive Covenant").

16. PORTRAIT INNOVATIONS:

Rent Reduction: Throughout the term of this Lease and any option period thereafter, Landlord shall not lease space within the Shopping Center to any tenant that uses its leased premises primarily as a portrait studio or permit any other tenant to operate as, assign its space to, or change its use to a portrait studio; provided, however, that tenants occupying more than eight thousand (8,000) square feet are not subject to the foregoing limitation. If Landlord shall lease space in the Shopping Center, to a Competing Business (defined below) for the Permitted Use during the Term, then Minimum Annual Rental shall automatically abate and, in lieu thereof Tenant shall pay a sum equivalent to five percent (5%) of the amount equal to the aggregate of the Minimum Rental and Percentage Rental payable by Tenant to Landlord for the period of time during which the such lease is in effect "Competing Business" shall mean a business not affiliated with Tenant which uses its premises in the Shopping Center primarily for the Permitted Use, excluding:

- (a) any anchor or variety and specialty store, theatre, drug or grocery store tenants occupying more than 8,000 square feet or any portion of the Shopping Center not controlled by Landlord.

17. SICILIAN BUTCHER:

11.10 Landlord's Exclusive Covenant. Subject to the limitations set forth below, so long as Tenant is open for business in the Premises and conducting as a primary business in the Premises the operation of a full service restaurant selling, at retail, Italian food under the trade name The Sicilian Butcher, Landlord agrees not to hereafter lease other space in the Shopping Center to a tenant or occupant whose primary business is the operation of a full service restaurant serving Italian food as primary business ("Landlord's Exclusive Covenant").

18. THE JOINT:

19. THINNIQUE:

~~THINNIQUE is a registered trademark of THINNIQUE, INC. All other trademarks are the property of their respective owners. This document is for informational purposes only and does not constitute an offer or solicitation of any securities. Please consult your broker or financial advisor for more information.~~

20. VIVALDI SALON:

1.28 Exclusive: Notwithstanding anything contained in this Lease to the contrary, if a Competing Business (defined below) opens for business to the public in the Shopping Center at any time during the Term, then Tenant's sole and exclusive remedy shall be the right to terminate this Lease within ninety (90) days after the date such Competing Business opens for business. This right shall be effective 120 days after Landlord's receipt of Tenant's written notice. If Tenant fails to provide such notice within the ninety (90) day period this Reference Provision 1.28 shall be null and void and of no further force or effect. "Competing Business" shall mean the operation of a full service salon containing less than 10,000 square feet of floor area, excluding:

(a) any business occupying its premises directly or (as an assignee, sublessee, licensee or concessionaire) indirectly under a lease that was executed prior to the execution of this Lease but is in effect as of the date of this Lease (a "Prior Lease"), a renewal or extension of a Prior Lease, or a new lease that is executed by a business which leased or occupied premises in the Shopping Center directly or indirectly under a Prior Lease; and

(b) any anchor or variety and specialty store, theatre, drug or grocery store or any portion of the Shopping Center not controlled by Landlord;

EXHIBIT G-1

PROHIBITED USES

theatre without thereby breaching this restriction. So long as the Premises are being operated as a motion picture theatre, neither Tenant nor an affiliate of Tenant shall operate a motion picture theatre within the applicable clearance zone.

(b) Popcorn and Candy Restriction. Landlord agrees not to lease or permit the use of space in the portion of the Shopping Center north of the "Popcorn/Candy/Packaged Drinks Restricted Line" on the Site Plan for the retail sale of (1) popcorn, (2) boxed or packaged candy or candy sold by weight or in bulk, or (3) packaged drinks/water or any "to go" food or drink items which can be easily concealed by moviegoers. Notwithstanding the foregoing, this restriction shall not apply to retailers such as "Starbucks", "Quizno's", "Cold Stone Creamery" and any other fast casual, fast food, sit down or full service restaurant (with or without a bar) type users with at least five locations provided they operate in their customary fashion. Operating in "customary fashion" will not include offering items for sale of the type described above that are not offered in substantially all of the retailer's other locations or displaying them in a manner different than they are displayed in substantially all of the retailer's other locations. For example, a coffee shop that generally sells candy on a purely incidental basis could not target moviegoers with a display rack for candy located on the sidewalk outside its entrance.

(c) Offices. Retail service offices in the Shopping Center shall not exceed 10% of the GLA of the Shopping Center (excluding the Premises) in the aggregate and shall be located outside of the "Office and Entertainment Use Exclusion Zone" as shown on the Site Plan. Commercial business offices shall not occupy more than 10,000 square feet of GLA in the aggregate and shall be located outside of the Office and Entertainment Use Exclusion Zone.

(d) Entertainment Uses. Landlord shall not permit any tenant or occupant to use any part of the Shopping Center for a video or other game parlor, billiard parlor, amusement center, children's recreational facility or party center; provided, however, high quality entertainment or combined restaurant/entertainment operations such as Jillian's, Dave & Busters, Gameworks, Chuck E. Cheese, and Peter Piper Pizza containing any of the foregoing uses or a children's recreational facility or party center may be permitted outside the Office and Entertainment Use Exclusion Zone, and up to three pool tables in a restaurant shall be permitted; and provided, further that up to five video games or pinball machines may be operated in conjunction with any other permitted use. Furthermore, a "Lucky Strike" type bowling alley shall be permitted on the second level of Building G so long as its principal entrance is oriented to the south.

(e) Other Restricted Uses. Any health club or spa shall be located outside of the Tenant Protected Area and shall not occupy more than 50,000 square feet of GLA. Any bar, disco or night club shall be located south of the "Bar Restriction Line" as shown on the Site Plan (except that a Lucky Strike or similar operation may be located in Building G as provided above) and any bar, disco or night club must be operated in a high-class manner. If a Lucky Strike or similar operation is located in Building G, all bars, discos or night clubs must not occupy more than 23,000 square feet of GLA in the aggregate; otherwise all bars, discos or night clubs must not occupy more than 30,000 square feet of GLA in the aggregate. For purposes of this subsection, high quality entertainment or combined restaurant/entertainment operations such as Jillian's and Dave & Busters, are not deemed bars, nightclubs, or discos.

8.3 Prohibited Uses. Except as otherwise provided in Section 8.1, Tenant shall not use the Premises and Landlord shall not permit any part of the Shopping Center to be used for any of the following purposes: bingo parlor; skating rink, amusement park, carnival, or circus; sporting facility; off-track betting except in conjunction with the operation of a restaurant; flea-market; thrift store (but this restriction shall not apply to retailers who sell used or reconditioned goods together with new products such as "Play it Again Sports", "Computer Renaissance", "EB Games", "GameStop", "Warehouse Records", and "Blockbuster Video", nor to a first-class retailer such as "Terri's Consignment", nor shall this restriction prohibit the operation of a so-called "99-Cents" or "Dollar Store" or a "MacFrugals"); church, meeting hall or auditorium (except the Premises and except that combined restaurant/entertainment facilities as described in Section 8.4(d) may include meeting facilities); banquet facility except as part of a restaurant; call center; sale or rental of cars, trucks, motorcycles, boats, trailers, or mobile homes; funeral parlor; massage parlor (except that massage therapy offered by a doctor, chiropractor, or nurse under the supervision of a doctor or chiropractor, or massage offered by a licensed massage therapist in connection with the operation of a salon, health club or day spa otherwise permitted by this Lease shall be permitted); sale or display of pornographic materials (but this restriction shall not apply to a general interest bookstore such as "Barnes & Noble" or "B. Dalton" nor to a full-line video store such as Blockbuster Video, Video Update or Hollywood Video nor to films shown in the Premises), lumber yard (except a full-line home improvement store such as Home Depot or Lowe's); manufacturing (but this restriction shall not apply to in-store assembly in the normal course or the production of beer by a brew pub); or other non-retail, non-restaurant, non-entertainment business except retail service and business offices as provided below. Landlord shall not permit any portion of the Tenant Protected Area to be used for outdoor sales or events of any kind (except adjacent outdoor dining areas of restaurants) by any other tenant or occupant of the Shopping Center.

8.4 Restricted Uses.

(a) Theatre Use. Landlord shall not permit any tenant or occupant of the Shopping Center or of any other property owned by Landlord or an affiliate of Landlord within a competitive exhibitor "clearance" zone surrounding the Shopping Center (as established by motion picture distributors and which presently is on the order of 4 miles of driving distance) other than Tenant (or an affiliate of Tenant) to operate a motion picture theatre (including, without limitation, a first run theatre, a discount or "dollar" theatre, or an IMAX or other specialty theatre); provided, however, that for this purpose Landlord's capital partner and lenders shall not be deemed "affiliates"; and provided, further, Landlord or an affiliate may purchase an existing, operating motion picture theatre or a shopping center containing such a

Any off-track betting facility shall be part of a sports bar or sports-theme restaurant and shall be restricted as though it were a bar as described above.

(f) Automotive. Any facility for repair of cars, trucks, motorcycles, boats, or trailers (including without limitation automobile, brake, muffler, transmission, tire, lubrication or oil change operation or sale of automobile, truck or boat parts or accessories) shall be located in the "Vehicle Service Zone" as shown on the Site Plan. Any such facility shall be operated in a first class manner, all work shall be done indoors, and no vehicles may be stored outdoors overnight.

(g) Residential Uses. Apartments, residential condominiums or other residential uses shall be permitted only over the Parking Structure.

C. **Restrictive Covenants.** In recognition (i) that the availability of adequate parking is critical to the success of Tenant's business, and that certain uses create extraordinary demands for the parking capacity at the Shopping Center, and (ii) of Landlord's and Tenant's agreement that certain uses are inconsistent with the desired class and character of the Shopping Center, and (iii) of Landlord's agreement to provide to Tenant an exclusive for Tenant's use, Landlord covenants and agrees that it will not operate or permit any other tenant or occupant to operate:

(a) a video store, children's entertainment complex or facility, game room or arcade, health club, gym, martial arts, yoga, aerobics or fitness studio in any portion of the Protected Area.

(b) an adult entertainment facility, including, but not limited to, an adult bookstore, adult video store, nude or semi-nude entertainment facility, massage parlor, strip show, lingerie exhibition or shop, establishment for the sale, rental, display, viewing or exhibition of pornographic or "adult only" materials (including, without limitation, magazines, books, movies, videos and photographs), or any establishment for the sale of items or paraphernalia that are intended to be or commonly are utilized in connection with the use of illegal drugs in any portion of the Shopping Center, or in any outparcel of the Shopping Center; provided that this paragraph shall not prohibit the sale or rental of "adult" videos or books in connection with a full line video or book store or an electronics superstore by way of example only, Best Buy or Circuit City, or the operation of a business providing bona fide massage therapy offered by a doctor, chiropractor, nurse, physical therapist or massage therapist or massage services offered in connection with a hair salon, day spa or fitness center including Massage Envy or a similar operation.

(c) a telemarketing or similar operation, off-track betting (except in association with a sports bar), gaming or bingo establishment in any portion of the Shopping Center, or in any outparcel of the Shopping Center.

(d) a flea market, any use which is a public or private nuisance, any use which produces noise or sound that is objectionable due to intermittence, beat, frequency, shrillness or loudness; any use which produces obnoxious odors (excluding restaurant odors); any use which produces an excessive quantity of dust, dirt, or fly ash; any use which produces fire, explosion or other damaging or dangerous hazard, including the storage, display or sale of explosives or fireworks; any use which produces noxious, toxic, caustic or corrosive fuel or gas; any industrial, distillation, refining, smelting, recycling, agriculture, manufacturing, assembling, drilling, mining or subsurface operations in any portion of the Shopping Center, or in any outparcel of the Shopping Center; provided that this paragraph shall not prohibit the operation of a so called "brew pub" or the performance of environmental testing, or the assembling of merchandise by a retail store, by way of example, a bicycle store.

(e) any mobile home or trailer court, junk yard, stock yard or animal raising operation in any portion of the Shopping Center, or in any outparcel of the Shopping Center; provided that this paragraph shall not prohibit pet shops or veterinarian offices or a national, regional or local pet supply store, by way of example, PetsMart and Petco.

(f) any dumping of garbage, junk, recyclable materials or refuse, other than that produced in connection with the Shopping Center and disposed of in enclosed receptacles intended for such purpose in any portion of the Shopping Center, or in any outparcel of the Shopping Center.

(g) any cemetery, crematorium, mausoleum, mortuary, funeral parlor or similar service establishment in any portion of the Shopping Center, or in any outparcel of the Shopping Center.

(h) any "upscale casual steakhouse" restaurant in any portion of the Shopping Center. An "upscale casual steakhouse" restaurant means any restaurant where steak, prime rib or beef is a specialty or featured food comprising at least forty percent (40%) of such restaurant's gross sales, but excludes casual, value priced, family style steakhouses such as, as of the Effective Date, Lone Star Steakhouse, Texas Roadhouse and Outback Steakhouse. As of the Effective Date, examples of upscale casual steakhouses which would be prohibited are Ruth's Chris, Morton's, The Palm, Earl's, Capital Grill, Del Frisco's, and Sullivan's. In the event Tenant, its assignee or subtenant is no longer operating an upscale casual steakhouse restaurant, the foregoing upscale casual steakhouse exclusive shall be null and void. In the event Tenant is operating a restaurant other than an upscale casual steakhouse restaurant, in lieu of an upscale casual steakhouse exclusive, subject to and in accordance with the provisions for changing the Permitted Use set forth in Section 4.1 herein, from and after the point Tenant is operating a restaurant other than an upscale casual steakhouse restaurant, Landlord agrees that it shall not operate or permit the operation of any restaurant format which duplicates the primary featured food concept of the restaurant then being operated on the Premises.

EXHIBIT H

GUARANTY OF LEASE

WHEREAS, that certain Lease of even date herewith (the "Lease") has been or will be executed by and between Park West Retail I, LLC, a California limited liability company (therein and herein referred to as "Landlord"), and Inferno Concepts, LLC, an Arizona limited liability company (therein and herein referred to as "Tenant"), covering certain premises located in Peoria, Maricopa County, Arizona, as more particularly described in the Lease (the "Premises");

WHEREAS, Landlord has required as a condition of Landlord's execution of the Lease that Terry and Laura Craig, husband and wife, (collectively, "Guarantor") guarantee the full performance of the obligations of Tenant under the Lease; and

WHEREAS, Guarantor desires that Landlord enter into the Lease with Tenant and has represented to Landlord that Guarantor will receive direct, pecuniary benefit if the Lease is entered into;

NOW, THEREFORE, in consideration of the execution of the Lease by Landlord, and for other valuable consideration the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. Subject to the limitations set forth in Paragraph 11, Guarantor, jointly and severally, hereby unconditionally guarantees the full and punctual performance of each and all of the terms, covenants, and conditions of the Lease to be kept and performed by Tenant, including the payment of all rentals and other charges to accrue thereunder, and agrees to indemnify, defend and hold harmless Landlord for, from and against any and all liabilities, claims, losses, costs, expenses (including, without limitation, attorneys' fees), damages, actions and causes of action arising out of any failure of Tenant to pay said rentals and other charges or the failure of Tenant to perform any of the terms, covenants and conditions contained in the Lease. If at any time Tenant is in breach of the Lease, Guarantor will keep, perform and observe the defaulted obligation in the place and stead of Tenant. This Guaranty includes any liability of Tenant arising under the Lease for any period preceding as well as any period following the term of the Lease, including any renewal, extension or holdover term thereof.

2. This Guaranty is not waived, released, discharged, diminished, or otherwise affected by, and Guarantor expressly consents to and waives notice of, the following:

(a) Any assignment of the Lease or subletting of all or any portion of the Premises described therein by Tenant with or without the consent of Landlord;

(b) The assignment or transfer in whole or in part of Landlord's interest in the Lease and/or this Guaranty;

(c) The bankruptcy, reorganization, or insolvency of Tenant or any successor or assignee thereof, the release, discharge, impairment, limitation or modification of the liability of Tenant or the estate of Tenant in any bankruptcy or other proceedings, any disaffirmance or abandonment of the Lease by a trustee of Tenant in any such proceedings, or the cessation from any cause whatsoever of the liability of Tenant, or the occurrence of any of the foregoing with respect to any one or more Guarantors;

(d) The amendment, modification or change in the terms, covenants and conditions of the Lease entered into by and between the parties thereto, or their successors and assigns; provided, however, in the event of any such amendment, modification or change in the Lease, the liability and obligations of Guarantor under this Guaranty thereupon and thereafter guarantee the performance of the Lease in accordance with the terms of any such amendment, modification or change in the Lease;

(e) The granting of indulgences or extensions of time by Landlord with respect to the performance of any of the terms and provisions of the Lease;

(f) Any deferral, reduction, increase or compromise of any rental or other charge due Landlord under the provisions of the Lease;

(g) The failure by Landlord to require strict performance of any term or provision of the Lease or to exercise any right, power or remedy granted to Landlord in the Lease;

(h) The repossession of the Premises by Landlord, provided that the net payments, if any, thereafter received by Landlord after deducting all costs and expenses of repossession and reletting the same, will be credited from time to time by Landlord to the account of Guarantor and Guarantor must pay any balance owing to Landlord from time to time, immediately upon demand;

(i) Landlord's acceptance of other or additional security for the payment and performance of the obligations secured hereby, and the enforcement, exchange, waiver or release of any such security;

(j) Landlord's acceptance of additional guarantors or the release or substitution of anyone primarily or secondarily liable for the payment and performance of the obligations secured hereby, whether by Landlord or by operation of law;

(k) The inability of Landlord or Tenant to enforce any provision of the Lease for any reason; and

(l) Any defenses or rights of set-off or counterclaims which Guarantor or Tenant may have or assert.

3. (a) Guarantor, to the extent Guarantor may legally do so, waives any right now or hereafter existing to require Landlord, as a condition to proceeding against Guarantor hereunder, to (i) proceed against Tenant, (ii) proceed against or exhaust any security held from Tenant, (iii) proceed against any other guarantor prior to proceeding against Guarantor in any proceeding, or (iv) pursue any other remedy in Landlord's power. GUARANTOR WAIVES ALL RIGHTS AND DEFENSES ARISING BY REASON OF ANY DISABILITY OR OTHER DEFENSE OF TENANT OR BY REASON OF THE CESSATION FROM ANY CAUSE WHATSOEVER OF THE LIABILITY OF TENANT OTHER THAN FULL PAYMENT OF ALL SUMS OWING LANDLORD UNDER THE LEASE AND FULL PERFORMANCE OF ALL TENANT'S OBLIGATIONS THEREUNDER.

(b) GUARANTOR, TO THE EXTENT GUARANTOR MAY LEGALLY DO SO, WAIVES ANY RIGHTS AND DEFENSES GUARANTOR MAY OTHERWISE HAVE, WHETHER NOW OR HEREAFTER EXISTING, BASED UPON AN ELECTION OF REMEDIES BY LANDLORD WHICH LIMITS OR DESTROYS GUARANTOR'S SUBROGATION RIGHTS OR GUARANTOR'S RIGHTS TO PROCEED AGAINST TENANT FOR REIMBURSEMENT.

4. The liability of Guarantor under this Guaranty is primary, and in any right of action which accrues to Landlord under the Lease, Landlord may, at its option, proceed against Guarantor or any of them without having commenced any action against Tenant, or Landlord may proceed against Tenant without having commenced any action against Guarantor. In either event, the election by Landlord to proceed against only Tenant or Guarantor does not release the other or any of them from liability under the Lease or this Guaranty. Furthermore, the judgment by any court of competent jurisdiction, or the admission by Tenant in any action or proceeding against Tenant, as to the liability of Tenant arising from a breach or default under the Lease, is, at Landlord's option, conclusive of such liability as between Landlord and Guarantor, regardless of whether Guarantor is a party to such action or proceeding.

5. Guarantor agrees to pay Landlord's reasonable attorneys' fees and all costs and other expenses incurred in recovering possession of the Premises or in any collection or attempted collection or in any negotiations relating to the obligations hereby guaranteed or in enforcing this Guaranty.

6. Guarantor waives notice of nonpayment, nonperformance or nonobservance, dishonor, proof, protest, demand or other notice by Landlord, as well as any notice of default given to Tenant, and waives Landlord's acceptance of this Guaranty. Without limiting the generality of the foregoing or any other provision of this Guaranty, Guarantor waives any right provided by law, including, without limitation, the provisions of Arizona Revised Statutes §12-1641, *et seq.*, or otherwise, to be discharged from liability by reason of Landlord's failure, after demand from Guarantor, to bring suit against Tenant.

7. The obligations of Tenant under the Lease to execute and deliver estoppel certificates (and financial statements, if any) as required therein apply with equal force and effect to Guarantor.

8. Until all of the terms, covenants and conditions contained in the Lease are fully performed and observed by Tenant, Guarantor (i) has no right of subrogation against Tenant by reason of any payment or acts of performance by Guarantor in compliance with the obligations of Guarantor, (ii) waives any right to enforce any remedy that Guarantor now or hereafter has against Tenant by reason of any one or more payments or acts of performance in compliance with the obligations of Guarantor, and (iii) subordinates any liability or indebtedness of Tenant now or hereafter held by Guarantor to the obligations of Tenant to Landlord under the Lease.

9. The use of the singular herein includes the plural. When this Guaranty is executed by two or more Guarantors, their obligations are joint and several, and the word "Guarantor" means all and any one or more of them. If the undersigned Guarantor includes husband and wife, this Guaranty must be executed by each and binds both their community estate and their respective separate estates. The invalidity or unenforceability of any provision of this Guaranty does not affect the remainder of this Guaranty, which continues in full force and effect. This Guaranty binds the heirs, successors and assigns of Guarantor and inures to the benefit of Landlord and any person or entity acquiring Landlord's interest in the Lease or this Guaranty, including, without limitation, the holder of any mortgage or deed of trust to which the Lease may be subject and subordinate from time to time. Time is of the essence hereof. No modification of this Guaranty is effective unless in writing and executed by both Landlord and Guarantor. This Guaranty is governed by the law of the state in which the Premises are located.

10. Guarantor shall, within ten (10) days after Landlord's request to do so, deliver to Landlord a certificate, in a form and substance reasonably satisfactory to Landlord, confirming that (a) this Guaranty remains in full force and effect and has not been waived, discharged or released; and (b) Guarantor has no defenses or offsets against its obligations to Landlord under this Guaranty. The failure by Guarantor to deliver such certificate to Landlord within such ten (10) day period shall constitute a material breach and default by Guarantor of this Guaranty and shall constitute an event of default under the Lease.

11. Upon the expiration of the fifth (5th) year of the Lease Term (the "**Expiration Date**"), provided that (a) there has not occurred (i) a default by Tenant under the Lease, or (ii) an event that with the giving of notice or the passage of time or both, would constitute a default by Tenant under the Lease which, as of the Expiration Date, remains uncured, and (b) Landlord has not commenced to pursue any of its remedies as set forth in the Lease, then upon the Expiration Date, upon receipt by Landlord of Guarantor's written request, Landlord shall relieve Guarantor from any further liability hereunder; provided, however, that Landlord shall have the right within one hundred eighty (180) days following the Expiration Date to provide notice of default to Tenant with respect to a

breach of the Lease by Tenant prior to the Expiration Date, and shall have the right within one (1) year after the Expiration Date to commence the exercise of the remedies granted to Landlord in this Guaranty with respect to a default by Tenant under the Lease arising from a breach of the Lease by Tenant prior to the Expiration Date. Further notwithstanding anything contained in this Guaranty to the contrary, in the event that Tenant completes a public offering of its ownership interests during the Term of the Lease, Guarantor may request that Landlord release Guarantor from further liability under this Guaranty, which request Landlord shall not withhold if the publicly traded entity executes a guaranty of the Lease in substantially the same form as this Guaranty. Notwithstanding anything contained in the Guaranty to the contrary, in the event Tenant commits an Event of Default, provided that Tenant vacates the Premises within thirty (30) days after written notice from Landlord and surrenders the Premises to Landlord in the condition required by the Lease, the liability of Guarantor under this Guaranty shall not exceed the sum of (a) the unamortized Tenant Improvement Allowance (amortized on a straight line basis over the original Lease Term), (b) the unamortized cost of Landlord's Work (amortized on a straight line basis over the original Lease Term), (c) the unamortized leasing commissions paid by Landlord relating to the Lease (amortized on a straight line basis over the original Lease Term), (d) an amount equal to six (6) months Minimum Monthly Rent (at the then-applicable rate), plus (e) amounts payable by Guarantor pursuant to Paragraph 5 above.

****SIGNATURES APPEAR ON THE FOLLOWING PAGE****

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IN WITNESS WHEREOF, this Guaranty has been executed and delivered by the undersigned Guarantor as of the date of the Lease.

GUARANTOR:

Signature: _____

Printed Name: _____

Social Security No.: _____

Driver's License No.: _____

Notice Address:

Residence Address:

Signature: _____

Printed Name: _____

Social Security No.: _____

Driver's License No.: _____

Notice Address:

Residence Address:

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STATE OF _____)
County of _____) ss

On _____ before me, _____
(here insert name and title of the officer)

personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Notary Public

My Commission Expires:

EXHIBIT I

ENVIRONMENTAL RIDER

THIS ENVIRONMENTAL RIDER is attached to and made a part of that certain Lease of even date herewith by and between the parties hereto (the "Lease"). In the event of a conflict between the terms and provisions of the Lease and this Rider, this Rider controls.

1. Definitions

For purposes of this Rider, the following terms have the following meanings:

(a) "Environmental Laws" means all federal, state or local statutes, common law duties, ordinances and regulations (including any amendments thereto), pertaining to health, industrial hygiene or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 *et seq.* ("CERCLA"); the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.* ("RCRA"); the Clean Air Act, as amended, 42 U.S.C. Section 7401 *et seq.*; the Occupational Safety and Health Act, as amended, 29 U.S.C. Section 651 *et seq.*; the Emergency Planning and Community Right-to-Know Act of 1986, as amended, 42 U.S.C. Section 11001 *et seq.*; the Mine Safety and Health Act of 1977, as amended, 30 U.S.C. Section 801 *et seq.*; the Safe Drinking Water Act, as amended, 42 U.S.C. Section 300f *et seq.*; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 *et seq.*; the Toxic Substances Control Act, as amended, 15 U.S.C. Section 2601, *et seq.*; and the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Section 5101 *et seq.*; the Arizona Environmental Quality Act, Title 49, Arizona Revised Statutes, and all rules and regulations adopted and guidelines promulgated pursuant to the foregoing.

(b) "Hazardous Substance" includes (i) those substances included within the definitions of "hazardous substances," "pollutants," "contaminants," "hazardous materials," "toxic substances," or "solid waste" in any Environmental Laws and in lists and regulations promulgated thereunder, (ii) those substances defined as "hazardous substances" pursuant to A.R.S. Section 49-201 and in rules adopted or guidelines promulgated pursuant thereto; and (iii) all other substances, materials and wastes that are, or that become, regulated, or that are classified as hazardous or toxic, under any Environmental Laws.

(c) "Release" means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing (including the abandonment or discarding of barrels, containers and other closed receptacles containing any Hazardous Substance).

2. Tenant Warranties, Representations and Covenants Regarding Environmental Matters

Tenant warrants, represents and covenants with Landlord as follows:

(a) Tenant will not violate any Environmental Laws in connection with its occupancy or use of the Premises;

(b) Tenant will notify Landlord in writing prior to storing, generating, treating or transporting any Hazardous Substances on or about the Premises or the Shopping Center, and obtain Landlord's prior written consent thereto. Such notice must include a detailed description of the nature of the business or activity which requires such storage or use of Hazardous Substances, the specific Hazardous Substances involved, and any licenses or permits under any Environmental Laws which have been obtained or are required to be obtained in connection with such operations. Tenant further agrees to notify Landlord in writing of any material change in the nature of such businesses or activities;

(c) Tenant will not permit the Release of any Hazardous Substances on, in or about the Premises or the Shopping Center; and

(d) Tenant agrees to indemnify, defend and hold harmless Landlord for, from and against all claims, damages, costs, expenses, and liabilities of any kind whatsoever, including attorneys' fees, incurred by Landlord, directly or indirectly arising out of or attributable to (i) the use, generation, manufacture, production, storage, Release, threatened Release, or presence of Hazardous Substances in, on or about the Premises or the Shopping Center, caused by Tenant, its agents, employees, contractors or invitees; (ii) any violation or claim of violation of any Environmental Laws with respect to Tenant's use and occupancy of the Premises or the Common Areas of the Shopping Center; and (iii) any breach of the warranties, representations and covenants contained herein.

(e) Landlord and its representatives shall have the right, but not the obligation, to enter the Premises at all reasonable times to inspect Premises and Tenant's compliance with the terms and conditions of this Exhibit "H", or to conduct investigations and tests. No prior notice to Tenant shall be required in the event of an emergency, or if Landlord has reasonable cause to believe that violations of this Exhibit "H" have occurred, or if Tenant consents at the time of entry. In all other cases, Landlord shall give at least twenty-four (24) hours prior notice to Tenant. Landlord shall have the right, but not the obligation, to remedy any violation by Tenant of the provisions of this Exhibit "H" or to perform any monitoring, investigation, clean-up, removal and other remedial work which is necessary or appropriate as a result of any governmental order, investigation or proceeding. Tenant shall pay, upon demand, as Additional Rent, all costs incurred by Landlord in remedying such violations or performing all monitoring, investigation, clean-up, removal and other remedial work, together with an administrative fee in an amount equal to fifteen percent (15%) of the costs so incurred, as well as interest thereon at the Default Rate until all such costs, administrative fee and interest are paid in full.

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Landlord's Initials:

Tenant's Initials:

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EXHIBIT J

MONUMENT SIGNAGE

LEASE

Park West Retail I, LLC,
a California limited liability company

“Landlord”

and

Inferno Concepts, LLC,
an Arizona limited liability company

“Tenant”

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- EXHIBIT J - Monument Sign

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Document comparison by Workshare Compare on Wednesday, February 6, 2019
1:44:54 PM

Input:	
Document 1 ID	PowerDocs://PHOENIX/506490/5
Description	PHOENIX-#506490-v5-Lease_-_Jalapeno_Inferno
Document 2 ID	PowerDocs://PHOENIX/506490/6
Description	PHOENIX-#506490-v6-Lease_-_Jalapeno_Inferno
Rendering set	DW Standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	50
Deletions	21
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	71



DLIC USE ONLY

RESTAURANT OPERATION PLAN
RESTAURANT SERIES 12 AND
HOTEL/MOTEL SERIES 11 ONLY

Job #:
Date Accepted:
LC:
License #:

1. Name of restaurant (Please print): Santo Agave
2. Must indicate the equipment below by Make, Model, and Capacity:

LIST ONLY THE FOLLOWING - NO ATTACHMENTS

Grill	2	
Oven	2	
Freezer	1	
Refrigerator	6	
Sink	7	
Dish Washing Facilities	2	
Food Preparation Counter (Dimensions)	2	36 x 72
Other		

3. Attach a copy of your FULL menu with pricing **INCLUDING NON-ALCOHOLIC BEVERAGES**

4. What percentage of your public premises is used primarily for restaurant dining?

(Do not include kitchen, bar, hi-top tables, or game area.) 80 %

5. Does your restaurant have a bar area that is distinct and separate from the dining area? YES No

(If yes, what percentage of the public floor space does this area cover?) 20 %

6. List the **seating capacity** for:

- a) Restaurant dining area of your premises: [100]
 (DO NOT INCLUDE PATIO SEATING)
- b) Bar area [+ 20]
- TOTAL [= 120]**

7. What type of dinnerware is primarily used in your restaurant?

Reusable Disposable Both

8. Does your restaurant contain any games, televisions, or any other entertainment? Yes No

If yes, specify what types and how many (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

N/A

9. Do you have live entertainment or dancing? Yes No


If yes, what type and how often (example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

- in house DJ, Thursday, Friday, Saturday, Sunday.
Dancers, Friday, Saturday
live instrument player, Thursday, Friday, Sat,

10. List number of employees for each position:

Position	How many
Cooks	7
Bartenders	2
Hostesses	2
Managers	3
Servers	12
Other (runners)	2
Other (Busers)	3
Other ()	

I, (Print Full Name) Jaime Rangel, hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature 



**RECORDS REQUIRED
FOR AUDIT
RESTAURANT/HOTEL/MOTEL**

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine Compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

santo agave .

1. Name of restaurant (Please print): _____
2. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
3. A list of **all** food and liquor vendors
4. The restaurant menu used during the audit period
5. A price list for alcoholic beverages during the audit period
6. Mark-up figures on food and alcoholic products during the audit period
7. A recent, **accurate** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
8. Monthly Inventory Figures - beginning and ending figures for food and liquor
9. Chart of accounts (copy)
10. Financial Statements-Income Statements-Balance Sheets

11. **General Ledger**

A. Sales Journals/Monthly Sales Schedules

- 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
- 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
- 3) Dated Guest Checks
- 4) Coupons/Specials/Discounts
- 5) Any other evidence to support income from food and liquor sales

B. Cash Receipts/Disbursement Journals

- 1) Daily Bank Deposit Slips
- 2) Bank Statements and canceled checks

12. **Tax Records**

- A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
- B. Income Tax Return - city, state and federal (copies)
- C. Any supporting books, records, schedules or documents used in preparation of tax returns

13. **Payroll Records**

- A. Copies of all reports required by the State and Federal Government
- B. Employee Log (A.R.S. §4-119)
- C. Employee time cards (actual document used to sign in and out each work day)
- D. Payroll records for all employees showing hours worked each week and hourly wages

14. **Off-site Catering Records** (must be complete and separate from restaurant records)

- A. All documents which support the income derived from the sale of food off the license premises.
- B. All documents which support purchases made for food to be sold off the licensed premises.
- C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

REVOCAION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).

A.R.S. §4-210(A)7

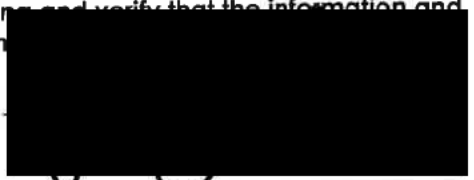
The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(G)

For the purpose of this section:

- 1. "Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food
- 2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

I, (Print Full Name) jaime d rangel-ceja, hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: 

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE

SANTO AGAVE

MENU SPINE

SHAREABLES 12-14

- SASHIMI STILO TIRADITOS
- OSTIONES ALAS BRASAS CON GARLIC BUTTER
- CHICHARRON DE PULPO / PESCADO
- TUETANO ASADO
- CHICHARRON DE RIBEYE
- MAKI DE BETABEL ASADO
- TOSTADA BETABEL
- PULPO ASADO/ ZARANDEADO
- TABLE SIDE GUACAMOLE.
- SOPES DE PORKBELLY
- MEXICAN MAC. & CHEESE LOLLIPOPS WITH MORITA SAUCE.
- TORTILLA SOUP WITH TAQUITO GARNISH
- SMOKING SHRIMP COCKTAIL WITH DIABLO HORSE RADISH.

CALLO DE HACHA



- PORK BELLY BITES
- CALLO DE ACHA
- CORN CREME BRULEE
- AGUACHILE
- CEVICHE

TACOS (8-10) (2 per order) \$12.00

- PASTOR
- RIBEYE Y TUETANO
- SIIRIMP
- VEGAN (AVOCADO ROASTED VEGETABLES)
- FISH
- PULPO ASADO
- TEUTANO
- MUSHROOM
- PORK BELLY

STREET TACOS AL PASTOR (TROMPO)



SUSHI ROLLS (6) \$16-\$18

SALADS (3-4)

CRUDOS (YELLOW TAIL, TUNA, SEA BASS, SALMON)

- SASHIMI
- TIRADITOS
- OYSTERS TABLE SIDE
- ALA PARRILLA (4-5)**
- RIBEYE
- TOMAHAWK
- POLLO ALA PARRILLA
- ARRACHERA
- SEA BASS

DEL MAR

- PAELLA
- SMOKED CHILE VERDE
- AGAVE GLAZED SALMON
- CHILEAN SEA BASS
- SEA FOOD ENCHILADAS
- LANGOSTINOS

DESSERTS (4)

BRUNCH

- FRITTATA WITH SEASONAL VEGETABLES
- AVOCADO TOAST
- BREAKFAST TACOS & BURRITOS
- CHURRO WAFFLE
- CHILAQUILE BAR
- HUEVOS - DEVIL, POACHED, OMELETTE, RANCHEROS.
- ENCHILADAS ESTILO SUIZA.
- +PROTEIN FOR UP-CHARGE.
- CHEF SIGNATURE MENU (4-5)**

Note: The following menu shell is meant to provide an inspired framework for suggested menu items. Actual menu item R&D will occur at a later time and actual menu items are TBD

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THE MENU, SANTO AGAVE

The menu at Santo Agave Cocina Urbana & Tequila Bar is designed to offer a selection of contemporary dishes crafted with high-quality ingredients and rooted in tradition, with a focus on a shared dining experience. It highlights popular regional dishes that reflect the modern Mexican urban concept, blending authenticity with innovative culinary techniques.

Some dishes will change seasonally based on ingredient availability, cost, popularity, and chef recommendations. Additionally, we will host exclusive chef-designed events featuring a three-course menu with dessert at a fixed price, providing a unique dining experience.

A key element of our concept includes tableside dish presentations, fostering guest interaction and creating memorable moments.

Santo Agave's beverage program will focus on showcasing premium wines from Latin America, sourced from the finest regions in Argentina, Chile, Uruguay, and Mexico, carefully selected to pair with our dishes. This experience will be enhanced by tableside tequila and wine presentations, further elevating our guests' experience and highlighting the richness of our curated selections.

PRECIOS PROMEDIO

COMPARTIBLES

\$18-\$32

TACOS 2 POR ORDEN

\$12.00

SUSHI ROLLS

\$18.00- \$22.00

SALADS

\$14.00-\$18.00

SIGNATURE DISHES

\$28.00 - \$42.00

CORTES

\$36.00 \$140.00

DESERTS

\$8.00- \$12.00

BRUNCH

\$18.00- \$24.00

BRUNCH BUFFETT

\$45.00

SIDES

\$10 - \$12

BEVIDAS

CERVESA TAP

\$8-9

BOTTELLA CERVESA

\$7-8

VINO COPEO

\$10-\$28

BOTTELLA

\$45-\$300

JARRON DE PALOMA

\$45 - \$65

BOTTOMLESS MIMOSSA

\$30-35

COCKTAILS

\$14- \$18

CAFE

\$4.00



Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

DLLC USE ONLY

Fee:
Job #: 357638
Date Accepted: 10/3/25
[Redacted]

Personal Information Questionnaire

805-762 Pending

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A \$22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and
A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

AGENT CONTROLLING PERSON MANAGER

- Name: Rangel jaime damian
Last First Middle
- Social Security #: [Redacted] (NOT a public record)
- Driver's License #: [Redacted] State Issued: [Redacted]
(NOT a public record)
- Are you a resident of Arizona? Yes No Date of residency [Redacted]
- Email address: admin@elsantoagave.com
- Home Address: [Redacted]
- Daytime phone #: 424-386-1695 Alternative phone #: _____

SECTION 2 – LICENSED BUSINESS INFORMATION

- Liquor License #: _____
- Business Name (doing business as): santo agave .
- Business Address: 9832 w northern ave peoria az 85345

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? Agent Controlling Person Manager

Name of persons who will be handling the day to day operations: ~~rene lopez~~ Jaime Rangel

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

- 1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes No
- 2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes No
- 3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? A.R.S. §4-202(D) Yes No
- 4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets) A.R.S. §4-202, 4-210 Yes No
**Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*
- 5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes No

I, (Print Full Name) jaime damian rangel-ceja hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: [Redacted] Date: 24/09/25

25 11 3 Licr. Dept PM 2:22



Arizona Department of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

DLLC USE ONLY

Job #:
Date Accepted:
LC:
License #:

ALIEN STATUS

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

APPLICANT NAME (Print or type) Jaime Damian Rangel-Ceja

SECTION II – CITIZENSHIP OR NATIONAL STATUS

Are you a citizen or national of the United States? Yes No - If yes, indicate place of birth:

City Avondale State Arizona COUNTRY U.S.A

If you answered Yes, 1) Attach a legible copy of a document from the list below.

2) Name of document: passport

If you answered No, you must complete Sections III.

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS PL 2122

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after Jan. 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

SECTION III – QUALIFIED ALIEN

Applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

Pass Port
Name of document provided

Qualified Alien Status (8 U.S.C. §§ 1621(a)(1),-1641(b) and (c))

- 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- 2. An alien who is granted asylum under Section 208 of the INA.
- 3. A refugee admitted to the United States under Section 207 of the INA.
- 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- 7. An alien who is a Cuban/Haitian entrant.
- 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

- 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non-immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

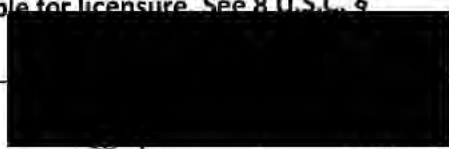
- 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C § 1621(c)(2)(A) and (C))

- 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia. 48 U.S.C. § 1901 etseq.];
- 13. A foreign national not physically present in the United States.
- 14. **Otherwise Lawfully Present**
- 15. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. §

Jaime Damian Rangel-Ceja
Print Name



10-3-25
Date



PAID
OCT 04 2025
BY: JT

25 OCT 3 AM 11:48 AZD LLC

FINGERPRINT VERIFICATION FORM

Arizona Department of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

DLLC USE ONLY

Job #:	357638
Date Accepted:	
CSP:	[REDACTED]

\$22.00
805-762

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.
2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.
3. Fill out the information in the boxes below. **Please print clearly.**
4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
Do not give the applicant the fingerprint card without first sealing it inside the envelope.
5. **Write applicants name on front of sealed envelope.**

PRINT the following information:

Date 10-3-25	Name of Applicant: Rangel, Jaime D
Name of Fingerprint Technician: B. Frontzger A8302	
[REDACTED]	
Fingerprint technician's Agency/company Name: Maricopa Co. Sheriff's office	Phone Number: 602-876-1047
Type of Photo ID Provided (check one):	
<input checked="" type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> Other (Please specify)	

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

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

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

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

Student Information

Jaime Damian Rangel-Ceja

11/03/2025

Training Completion Date

11/02/2028

Certificate Expiration Date
(three years from completion date)

Training Provider Information

360training.com Inc.

Company Name

6504 Bridge Point Parkway, Suite 100, Austin, TX 78730

Mailing Address

(877) 881-2235

Daytime Contact Phone Number

I, Samantha Montalbano, certify that the above named individual did successfully complete
Instructor Name (please print)

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

[Redacted Signature]

Instructor Signature

11/03/2025

Day Mo Year

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

In-state Microbrewery (series 3)
Conveyance (series 8)
Restaurant (series 12)

Government (series 5)
Liquor Store (series 9)
In-state Farm Winery (series 13)

Bar (series 6)
Private Club (series 14)

Beer & Wine Bar (series 7)
Hotel/Motel w/restaurant (series 11)
Beer & Wine Store (series 10)

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

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

Certificate # AZB-OFF-01212123

<input type="checkbox"/>	On-sale
<input checked="" type="checkbox"/>	Off-sale
<input type="checkbox"/>	On- and off-sale

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

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

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

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

Student Information

jaime rangel

[Redacted Student Information]

10/17/2023
Training Completion Date

2028
Certificate Expiration Date
(three years from completion date)

Training Provider Information

360training.com Inc.

Company Name

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Mailing Address

(877) 881-2235

Daytime Contact Phone Number

I, Samantha Montalbano, certify that the above named individual did successfully complete
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[Redacted Signature] 10/17/2025
Instructor Signature Day Mo Year

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- | | | | |
|----------------------------------|----------------------------------|--------------------------|--------------------------------------|
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PAYED
OCT 08 2025
30

25 OCT 8 PM 1 14 AZDLLC



Arizona Department of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

DLLC USE ONLY	
Job #:	357638
Date Accepted:	10/3/25
LC#	[REDACTED]
License #	[REDACTED]

Personal Information Questionnaire

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A \$22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.
A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.
A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.
A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

^{PR} AGENT CONTROLLING PERSON MANAGER

- Name: RANGEL PATRICIA CEJA DE
Last First Middle
- Social Security #: [REDACTED] (NOT a public record) [REDACTED] (NOT a public record)
- Driver's License #: D05673441 State Issued: AZ
- Are you a resident of Arizona? Yes No Date of residency: [REDACTED]
- Email address: PJRC213@MSN.COM
- Home Address: [REDACTED]
- Daytime phone #: 970-560-0506 Alternative phone #: _____

SECTION 2 - LICENSED BUSINESS INFORMATION

- License Number: _____
- Business Name (doing business as): SANTO AGAVE
- Business Address: 9832 W NORTHEN AVE PEORIA, AZ 85345

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? Agent Controlling Person Manager

Name of persons who will be handling the day to day operations: RENE LOPEZ PR

Jaime Damian Rangel Ceja

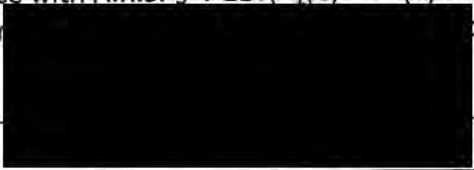
SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

- 1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes No
- 2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes No
- 3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S. 54-202(D)* Yes No
- 4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets) *A.R.S. 54-202, 4-210*
**Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.* Yes No
- 5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes No

SIGNATURE

I, (Print Full Name) PATRICIA CEJA DE RANGEL hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information provided herein are true and correct to the best of my knowledge.

Signature:  Date: 10/08/2025

From: Patricia C. Rangel

25 11 5 Ligr. Dept FM 2110

Subject: Santa Agave #357638

Date: 05/11/2025

To: Magaly.lopez-lozoya@azliquor.gov

Good Morning,

Magaly,

This is Patricia Ceja De Rangel applying for Santa Agave Liquor License application #357638.

Here is the information you requested about other liquor licenses that I have owned.

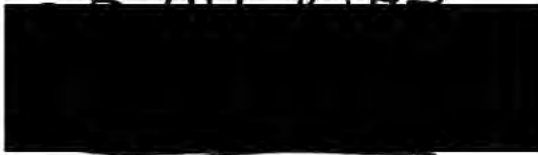
Business Name: Fiesta Mexicana Restaurants No 9, 11

Business Address: 3100 E. Main St. Farmington NM 87401

License Number: DIS-001208

Thank You!

5/11/2025



Patricia Ceja De Rangel



Arizona Department of Liquor Licenses and Control
<https://www.azliquor.gov>
 (602) 542-5141

25 OCT 8 PM 1:14 AZDLLC
 \$22.00

DLLC USE ONLY

Job #:	357638
Date Accepted:	
LC	[REDACTED]
License #:	

805-762

FINGERPRINT VERIFICATION

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.
2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.
3. Fill out the information in the boxes below. Please print clearly.
4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
5. Write applicants name on front of sealed envelope.

Do not give the applicant the fingerprint card without first sealing it inside the envelope.

DO NOT FOLD FINGERPRINT CARDS

Please print in the following fields:

Date	Name of Applicant:	
10/8/2025	Patricia Rangel Geja De	
Name of Fingerprint Technician:		
Diana Gaytan		
Fingerprint technician's Signature:		
[REDACTED]		
Fingerprint technician's Agency/company Name:		Phone Number:
Maricopa County Sheriff's Office		(602) 876-1047
Type of Photo ID Provided (check one):		
<input checked="" type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> Other (Please specify)		