

COMMERCIAL LEASE AGREEMENT

- 1) **PARTIES:** THIS LEASE, dated the _____, 2007, by and between - _____ (hereinafter "Lessee"); and First Pacific Investments, LLC, a Louisiana Corporation, with address of 8485 East McDonald Drive, Suite A52, Scottsdale, AZ 85250. (hereinafter "Lessor").

- 2) **WITNESSETH:** In consideration of the rental stated herein and their mutual covenants, whereas Lessor leases to Lessee and Lessee leases from Lessor, on the terms and conditions herein, the following described premises: A portion of the property designated as Plaza Caillou Shopping Center, **814 Grand Caillou Rd., Suite 16 & 17, Houma, Louisiana 70363** (the "Shopping Center"). Said demised premises contains approximately **3600 SF** of rentable square feet and is outlined on the drawing attached as Exhibit "A" ("Leased Premises").

- 3) **TERM:** The term of this lease is **sixty months (60)**, ("Primary Lease Term"). The Leased Premises is accepted by Lessee in its present condition.

- 4) **RENTAL:** Rental shall be \$ **per month** for the lease term. Lessee agrees to pay to Lessor, without deduction, set off, prior notice, or demand, on the first day of each month in advance in equal monthly installments. The first month's rental shall be due on the Lease Commencement Date and a like monthly installment shall be due and payable on or before the first day of each calendar month succeeding the "Lease Commencement Date" during the demised term provided, that if the "Lease Commencement Date" should be a date other than the first day of calendar month, the monthly rental set forth above shall be prorated to the end of that calendar month, and all succeeding installments of rent shall be payable on or before the first day of each succeeding calendar month during the lease term.

All rentals due under this lease are payable to the order of "Plaza Caillou Shopping Center" and delivered to Lessor through its agent, c/o Mindy Green, 814 Grand Caillou Rd., Suite 9, Houma, LA 70363, or as Lessor or its successors or assigns may hereafter from time to time designate in writing.

If Lessor shall not have received any monthly rental payments by the fifth (5th) day of the month in which such rentals are due, a late charge of ten (10%) percent of the amount thereof shall be assessed and due and payable immediately; if said sums are not received by the Lessor by the end of the month in which said sums are due, an additional ten (10%) percent [for a total of twenty (20%)] of said amount due shall be assessed and due and payable immediately.

- 5) **PERCENTAGE RENT:** INTENTIONALLY DELETED

- 6) **RECORD OF SALES:** INTENTIONALLY DELETED

- 7) **REPORTS:** INTENTIONALLY DELETED

- 8) **SECURITY DEPOSIT:** A deposit in the amount of \$ shall be paid by Lessee at execution of lease and held by Lessor for performance by Lessee of Lessee's covenants and obligations under this lease, it being expressly understood that the deposit shall not be considered an advance payment of rental or a measure of Lessee's damage in case of default by Lessee or breach by Lessee of Lessee's covenants under this lease. Said amount shall be submitted with this executed lease agreement by Tenant.

- 9) **PREMISES DELIVERY:** Lessee hereby accepts the Leased Premises in its existing condition and assumes responsibility for the condition of the Leased Premises. Any

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improvements or alterations desired by Lessee shall be at Lessee's cost, with Lessor's prior written approval, except as hereinafter provided.

- 10) **CAM/TAXES/INSURANCE:** Lessee shall pay, as a minimum amount, its pro rata share of Common Area Maintenance including a 15% administrative fee, Real Estate Taxes, and Insurance expense, estimated to be \$ **1.65 per square foot per year, payable in monthly installments of \$_____**, adjusted annually, and based on a total building area of approximately 68,950 SF of rentable square feet, as more fully specified below.
- a) Lessee shall pay as additional rent Lessee's share of the total cost of operating and maintaining the common areas and facilities of the Shopping Center which shall include, but shall not be limited to, the following: commercial general liability insurance premiums, management fees, costs and expenses of grass cutting, gardening and landscaping, lighting, cleaning, painting, striping, security, removing garbage and other refuse and trash, removing snow, inspecting and repairing and maintaining equipment of the Shopping Center, paving and maintaining the parking area and walkways, cleaning ditches and adjacent areas, the cost or portion thereof properly allocable to the Shopping Center (amortized over such reasonable period as, Landlord shall determine together with interest at the rate of 12% per annum on the unamortized balance) of any capital improvements made to the Shopping Center by Landlord after the date of this Lease that are required under any government law or regulation that was not applicable to the Shopping Center at the time it was constructed, and costs and expenses, including salaries, of furnishing or rendering any of the facilities and/or services as provided.
 - b) Lessee's share of the foregoing costs shall be on a pro rata basis in the same proportion as the total number of square feet of floor space in the Leased Premises bears to the total number of square feet in floor space in all buildings in the Shopping Center.
 - c) Also, Lessee shall pay as additional rent Lessee's share of Lessor's cost of public liability, fire, and extended coverage insurance premiums respecting insurance coverage of the Shopping Center. Lessee's share of the insurance cost will be on a pro rata basis as described above unless Lessee's share can be billed by the carrier, independently of the remainder of the Shopping Center.
 - d) Lessee's share of all the foregoing costs shall be payable upon the first day of the month following issuance of an invoice by Lessor to Lessee as the costs are incurred. Lessor shall have the right to estimate the annual costs provided for in this paragraph, including Lessee's pro rata share thereof, and Lessee shall pay to Lessor said estimated share in monthly installments at the same time and place as the monthly minimum rent are required to be paid, without demand. Lessor shall render an annual statement reflecting any underpayments by Lessee; any deficiency resulting from any underpayments shall be due and payable within ten (10) days from date of said statement.
 - e) Lessee shall also pay, as and when they shall be due and payable, all water taxes, rates and/or meter charges, sewer rental taxes, sales taxes or other governmental taxes, impositions or assessments based on rentals or occupancy, and as the taxes provided for in paragraph 9(f), charges for public utilities consumed on the Leased Premises and assessment on the Leased Premises.
 - f) Lessee shall pay, during the term of this lease, all real estate taxes relating to the Leased Premises and a prorata share of all real estate taxes relating to all other portions of the Shopping Center. Such pro rata share shall be in the same proportion as the total number of square feet of floor space in the Leased Premises bears to the

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total number of square feet in floor space in all buildings in the Shopping Center.

- g) Lessee shall pay all taxes levied against personal property and trade fixtures placed by Lessee in or about the Leased Premises, including, but not limited to, shelves, counters, vaults, vault doors, wall safes, partitions, fixtures, machinery, refrigerators, and heating, ventilating and air conditioning equipment. If any such taxes are levied against Lessor or Lessor's property, and if Lessor pays same, or if the assessed value of Lessor's premises is increased by the inclusion therein or any improvements placed on such property by Lessee, and if Lessor pays the taxes based on such increased assessment, Lessee, within ten (10) days of written demand, shall repay to Lessor the taxes so paid by Lessor or the proportion of such taxes resulting from such increase in assessment.
 - h) Lessee shall pay the taxes described herein within twenty (20) days of being billed therefore. All such payments shall be considered as additional rent hereunder. Lessor reserves right to estimate Lessee's annual pro rata share of the real estate taxes payable by Lessee hereunder, and said share shall be paid and adjusted, if necessary, in the same manner as provided in paragraph 9(d) hereof.
 - i) Lessee shall pay an administrative fee of fifteen (15%) percent of the aggregate of all of the aforesaid costs and expenses and liabilities paid or incurred by landlord, exclusive of insurance, taxes, or depreciation.
 - j) In the event Lessee shall fail to make the payments or the reimbursements provided for in this paragraph 9, Lessor shall have the same rights as if Lessee had failed to pay the rent hereunder.
- 11) **BUSINESS USE:** Lessee shall occupy the Leased Premises throughout the full term of this lease, and the principal **business to be conducted is for the lawful operation of _____ and for no other use.** Lessee agrees to comply with (and to defend, indemnify, and hold Lessor harmless from any violations of) all laws or ordinances relative to Lessee's use of the Leased Premises.
- 12) **ALTERATIONS:** All alterations, replacements and improvements made upon the Leased Premises during this lease, including but not limited to lighting, electrical wiring, office partitions, all heating and air conditioning, shall be done only with the prior express written consent of Lessor, which consent shall not be unreasonably withheld, and shall become the property of Lessor upon the expiration of this lease. However, those certain trade fixtures, machinery and equipment installed by Lessee solely for use in its business shall remain the property of Lessee; such trade fixtures, machinery and equipment installed by Lessee shall be removed at the expiration of this lease, provided this lease not then be in default, and provided the Leased Premises are returned to the same condition as when let, ordinary wear and tear, Act of God excepted; in the event Lessee fails to remove any such fixtures, machinery or equipment installed by it, Lessor may at its option and at Lessee's expense demolish, remove and dispose of all such items or may retain as property of Lessor without reimbursement to Lessee. Lessee understands that no lien, privilege, or claims of any kind shall rest against the Leased Premises from any repairs, alterations, additions or improvements, and Lessee agrees to furnish, at its own cost, to Lessor's request therefore, the bond of a responsible surety company, qualified to do business in the State of Louisiana, and reasonably acceptable to Lessor, conditioned to hold Lessor and the Leased Premises harmless against any such lien, privilege, or claim, said bond to be for an amount equal to the estimated cost of such construction, restoration, alterations, additions or improvements. No consent of Lessor for Lessee to make improvements or repairs to the Leased Premises shall be deemed to permit Lessor's interest to become subject to labor or material liens.

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13) **RENTAL PAYMENT LIEN:** Lessee hereby agrees that Lessor shall have the rights provided for protection of interests under Louisiana law, and in addition shall have a possessory lien on all goods located upon the Leased Premises for payment of all rental and other sums due by Lessor by reason of this lease.

14) **ASSIGNMENT AND SUBLETTING:**

a) By Lessor. This Lease shall be fully assignable by the Lessor or its assigns. Lessee shall at any time and from time to time upon not less than ten (10) days prior written notice from Lessee execute, acknowledge and deliver to Lessor estoppel certificates in such form as Lessor may reasonably require. Any such estoppel certificate may be relied upon by a prospective purchaser or encumbrance of all or any portion of the real estate of which the Leased Premises are a part.

b) By Lessee. Neither Lessee, nor Lessee's successors or assigns, shall assign, mortgage, give as security, pledge or encumber this Lease, in whole or in part, by operation of law or otherwise, or sublet the Leased Premises, in whole or in part, or assign, mortgage or pledge any ownership interests in Lessee, or permit the Leased Premises or any portion of it to be used or occupied by others, without the prior consent in writing of Lessor in each instance, which Landlord may grant or deny in its sole discretion. If this Lease is assigned or transferred, or if all or any part of the Leased Premises is sublet or occupied by anybody other than Lessee, Lessor may collect rent from the assignee, transferee, subtenant or occupant, and apply the net amount collected to the rent reserved in this Lease, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of any covenant or condition of this Lease, or the acceptance of the assignee, transferee, subtenant or occupant as Lessee, or a release of Lessee from the performance or further performance by Lessee of its obligations under this Lease; and Lessee shall in all events continue to be liable for all its obligations under this Lease. The consent by Lessor to an assignment, mortgage, pledge, encumbrance, transfer, or subletting shall not in any way be construed to relieve Lessee from obtaining the express consent in writing of Lessor in each instance to any subsequent similar action that the Lessee may desire to take.

15) **LESSEE DEFAULT:** In the event of Lessee's bankruptcy, receivership, insolvency, attachment by law of its contents or assignment for the benefit of creditors, or Lessee's failure to maintain a going business in the Leased Premises, Lessor may immediately upon written notice to Lessee declare a default in the lease. Should Lessee fail to pay any of the rentals provided for herein promptly on the day when the same shall become due and payable there under, and shall continue in default for a period of five (5) days after written notice thereof by Lessor, or should Lessee fail to comply with any of the other obligations of this lease, within twenty (20) days from the mailing by Lessor of notice demanding same, this lease shall be in default. In the event of any default, Lessor shall have the right, at Lessor's option (a) to cancel this lease, in which event there shall be due to Lessor as liquidated damages, a sum equal to the amount of the guaranteed rent for one year, or alternatively at Lessor's option to be reimbursed all actual costs incurred in renting, renovating and re-letting the Leased Premises, or; (b) to accelerate the net present value of all rental due for the unexpired remaining term of this lease and declare same immediately due and payable; and/or (c) to sue for the rents in intervals or as the same accrues. The foregoing provisions are without prejudice to any remedy which might otherwise be used under the laws of Louisiana for arrears of rent or breaches or contract, or any lien to which Lessor may be entitle.

Excepting in those cases where Lessee defaults in its payments of rent and other sums due Landlord hereunder, if Lessee has taken steps to cure any default not curable in twenty (20) days and continues to do so diligently, such additional reasonable time as is

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necessary to cure such default shall be granted Lessee.

Should Lessor terminate this lease as provided in this article, Lessor may re-enter the Leased Premises and remove all persons, or personal property, without legal process, and all claims for damages by reason of such reentry are expressly waived.

Lessor's failure to strictly and promptly enforce any of these conditions shall not operate as a waiver of Lessor's right, Lessor hereby expressly reserving the right to always enforce prompt payment of rent, or to cancel this lease regardless of any indulgences or extensions previously granted.

In the event Lessee defaults in the performance of any of the terms, covenants, agreements or conditions contained in this lease and Lessor places the enforcement of this lease, or any part thereof, or the collection of any rent due or to become due hereunder, or recovery of the possession of the Leased Premises in the hands of an attorney, or files suit upon same, Lessee agrees to pay reasonable attorney's fees incurred by Lessor.

- 16) **LESSORS' SIGNS:** Lessor reserves the right to keep posted on the Leased Premises signs "For Sale, Real Estate Only", but not limited at any time during the term of this lease and also post "For Lease" signs during the last six (6) months of this lease; and Lessee must allow parties authorized by Lessor or Agent to visit the Leased Premises at reasonable times.
- 17) **ENTRY:** Lessor may enter the Leased Premises at reasonable times to inspect the same, to make repairs and alterations, or to run pipe or electric wire, as Lessor may deem necessary and appropriately provided that Lessor will not unduly inconvenience Lessee's business.
- 18) **LESSEES' SIGNS:** Lessee shall have the right to erect and maintain a sign on the mansard of the building forming a part of the demised premises. Exhibit "B"
- 19) **PREMISES MAINTENANCE:** Lessee will at Lessee's sole expense keep and maintain in good repair the entire Leased Premises including without limitation interior walls, floors, ceilings, ducts, utilities, air conditioning, heating and lighting and plumbing and also including the loading dock and any parking area exclusively used by Lessee. Lessor shall be responsible only to maintain the roof, foundations, and outside walls (not including doors and floors). Where contractors' or manufacturers' warranties are applicable and Lessee advises Lessor in writing of the need for such repair, Lessor, at its option, will enforce such warranties for Lessee's benefit or assign such warranties to Lessee for Lessee to enforce. However, Lessor shall not be obliged to make any repair unless it shall be notified in writing by Lessee of the need of such repair and shall have had a reasonable period of time to make such repair, and shall not be liable to make any repair occasioned by Lessee's acts within the Leased Premises. Lessor shall not be liable for any damage or loss in consequence of defects in the Leased Premises causing leaks, stoppage of water, sewer or drains or any other defects about the Shopping Center and Leased Premises, unless it shall have failed to repair defects for which it is responsible within a reasonable time following written demand by Lessee to do so.

It is specifically acknowledged that safety and replacement of the plate glass is Lessee's responsibility, as well as keeping pipes from freezing in the winter.

Lessee shall immediately repair any damages caused by Lessee that threaten or weaken the structure or detract from the appearance of the Leased Premises. Lessee shall also maintain a high degree of neatness and cleanliness. If Lessee does not correct the damages and /or clean the premises within five (5) days of written notification by Lessor, Lessor may proceed with repairs and clean-up at Lessee's expense, which Lessee shall pay upon ten (10) days written notice by Lessor.

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Lessee agrees not to store merchandise or leave trash outside the Leased Premises. All trash shall be kept in approved containers. Should Lessee be in default in the requirements of this provision, Lessor may, after notice to Lessee, remedy such default at Lessee's expense, which Lessee shall pay upon ten (10) days written notice by Lessor.

20) **NUISANCES**

- A. Should the operation of Lessee's business be or become, or attract customers whose conduct is, offensive, noxious, disruptive, abusive, obscene or threatening to the Lessor, the other tenants in the shopping center or the customers, invitees or employees of said other tenants, the Lessor may, at Lessor's option cancel and terminate this lease, effective thirty (30) days after written notice thereof to Lessee.
- B. Lessee acknowledges that notwithstanding that Lessor may have approved Lessee's plans and specifications for its construction work in the demised premises, Lessor shall not thereby be deemed to have agreed that Lessee's improvements are sufficient to prevent the emission of sound and/or odors therefrom, and it is agreed and understood by Lessee that Lessee has the absolute obligation to insure that the interior of the demised premises are designed and constructed by Lessee to such extent that no noise or odors are emitted from the demised premises so as to disturb the quiet and peaceful enjoyment of other tenants in the shopping center and their respective customers and invitees.
- C. Should any odor/odors or other related nuisances develop so as to disrupt the quiet and peaceful enjoyment of neighboring tenants, then tenant will promptly cease operation upon notification by Landlord. It shall be tenants sole cost and responsibility to correct any problem immediately, through the installation of an adequate ventilation system or other device to remove odors from the air. Any continuation of such nuisance shall be deemed as a default under this lease and landlord may then elect to terminate the lease by giving tenant thirty (30) days written notice.

21) **DAMAGE TO THE SHOPPING CENTER OR PREMISES:** In case the Leased Premises shall be so damaged by fire or other cause as to be rendered untenable and necessary repairs cannot be made within 120 days, this lease shall terminate as of the time the Leased Premises were rendered untenable. However, if the damage is such that repairs can be completed within 120 days and if Lessor has not elected to terminate this Lease as set forth below, Lessor agrees to make such repairs within a reasonable period of time. If the loss occurs in the last 12 months of the original term or extension thereof, either party may terminate this lease effective the date of the casualty by giving the other party written notice of such election within 30 days of the loss. In the event of partial loss, the rent shall be abated by that proportion of the Leased Premises rendered unfit for use. However, nothing contained herein shall require Landlord to make any repairs with respect to Tenant property or Tenant Improvements, and in the case of Tenant Improvements this limitation will apply without regard to whether such Tenant Improvements were made or paid for by Tenant or Landlord.

Notwithstanding anything herein to the contrary, if the Shopping Center is damaged or destroyed, Lessor, at its election, shall have the option to terminate this Lease within sixty (60) days from the date of the event of such damage or destruction by written notice to Lessee delivered at least thirty (30) days prior to the proposed termination date.

22) **INSURANCE AND INDEMNITY:**

A. Liability and Property Damage: Lessee shall at all times during the full term of this lease and during the full term of any holdovers or other rental agreements, carry and maintain at its own cost and expense, General Public Liability Insurance against claims

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for personal injury or death and property damage occurring on the Leased Premises, such insurance to afford protection to both Lessor and Lessee, as their interests may appear, including coverage for the contractual liability of Lessee to Lessor assumed hereunder, and is to be maintained in reasonable amounts, having regard to the circumstances, and the usual practice of prudent owners and lessees of comparable facilities in the Houma Metropolitan Area, but in no event in amounts less than one million dollars (\$1,000,000) with respect to bodily injury to or death to any one person, two million dollars (\$2,000,000) with respect to a total aggregate, and for property damage not less than one hundred thousand dollars (\$100,000). Lessor shall be named as additional insured at no additional cost to Lessor, and Lessee shall deliver to Lessor evidence of said insurance coverage acceptable to Lessor.

B. Fire and Extended Coverage: Lessor may during the full term of the lease, keep all improvements (other than those removable installations which by the terms of this lease Lessee would be permitted to remove at expiration of this lease) in and on the Shopping Center insured against loss by fire and extended coverage (including loss of rent insurance). Notwithstanding anything herein to the contrary, the Lessor may elect to self-insure the Shopping Center.

C. Placement of Insurance: All of the aforementioned policies of insurance to be maintained by Lessee shall be written and maintained in responsible insurance companies duly authorized and licensed to do business in and to issue policies in the State of Louisiana, reasonably acceptable to Lessor. The policies providing for the protection required in subparagraph A hereof may remain in the possession of Lessee, provided, however, that Lessee furnish evidence satisfactory to Lessor or the Lessor's mortgagee that such policy or policies fulfill the requirements of this subparagraph.

D. Voiding Insurance: Lessee will not permit the Leased Premises to be used for any purpose which would render the insurance thereon void.

E. Indemnity: Lessee shall and will forever defend, indemnify, and save harmless Lessor from and against any and all liability, penalties, expense, cause of action, suits, claims or judgments for death, injury, or damages to persons or property during the term of this lease while on or arising out of use, occupation, management or control of the Leased Premises, adjacent property, streets, and sidewalks, or any act of operation on any thereof, or growing out of the demolition, construction, alteration or repair of any building thereon in any case without regard to whether such death, damage or injury resulted from the negligence of Lessee or its subleases or their respective agents or employees or otherwise, and including without limitation such death, damage or injury as may have resulted from the sole or contributing negligence, act or omission of Lessor or their agents or employees or for which Lessor may have any liability without fault. Lessee shall and will, at its own expense, defend any and all suits that may be brought against Lessor, or any of them, or in which Lessor, or any of them, may be impleaded with others, upon any such above mentioned claim or claims, and shall and will satisfy, pay and discharge and all judgments that may be recovered against Lessor, or any of them, in any action or actions in which Lessor, or any of them, may be a party defendant.

23) **UTILITIES:** All utility charges on the Leased Premises shall be paid by Lessee, including cost of heat, water, electric current, gas, garbage pickup, sewer and special fees.

a) Dumpster service is not provided by Lessor. Lessee shall be required to contract with a commercial trash provider for dumpster service. No residential type curbside containers are allowed.

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- 24) **ATTORNEY'S FEES AND EXPENSES:** In the event it becomes necessary for either party to employ an attorney to enforce collection of the rents agreed to be paid, or to enforce compliance with any of the covenants and agreements herein contained, the unsuccessful party shall be liable for reasonable attorney's fees, costs and expenses incurred by the other party.
- 25) **NOTICE:** Any notice provided for herein must be in writing and will be deemed given when deposited by certified mail (regardless of when or if received by the addressee), sent via facsimile transmission, or when actually delivered in person to the parties or their designated agents at the following address or at such other addressee as they may from time to time direct.

LESSOR: First Pacific Investments, LLC
 c/o Mindy Green
 814 Grand Caillou Road
 Suite 9
 Houma, LA 70363

LESSEE: _____

- 26) **CONDEMNATION:** If the Leased Premises be subjected to any eminent domain proceedings, this lease shall terminate if all of the Leased Premises are taken or if the portion taken is so extensive that the residue is wholly inadequate for Lessee's purpose. If the taking be partial, then Lessee's rentals shall be reduced in the proportion which space taken bears to the space originally leased. In such condemnation proceedings Lessee may claim compensation for moving expenses and for the taking of any removable installations which by the terms of this lease Lessee would be permitted to remove at the expiration of this lease, if such award is separately allowed by the condemning authority, but Lessee shall be entitled to no additional award, it being agreed that all damages allocable to full fee simple ownership of the entire Leased Premises shall in any event be payable to Lessor.
- 27) **QUIET POSSESSION:** Lessor agrees to warrant and defend Lessee in its quiet and peaceful possession of the Leased Premises so long as this lease is not in default.
- 28) **LEASE HOLDOVER:** Should Lessee remain on the Leased Premises after expiration of this lease, Lessor has the option to interpret such actions as creating a month-to-month lease at a rental of two hundred percent (200%) of that payable for the last month of the lease term, or to consider the holding over a trespass. Only a new signed leased or extension agreement shall deprive Lessor of the choice of action.
- 29) **ENTIRETY OF UNDERSTANDING OF WRITTEN LEASE:** It is agreed that the entire understanding between the parties is set out in this lease and any addendum which is hereto annexed, and that this lease supersedes and voids all prior proposals, letters and agreements, oral and written. The law of Louisiana shall apply.
- 30) **WAIVER:** Failure of Lessor to declare immediately upon occurrence thereof or delay in taking any action in connection therewith shall not waive such default, but Lessor shall have the right to declare any such default at any time; no waiver of any default shall alter Lessee's obligations under this lease with respect to any other existing or subsequent default.
- 31) **BINDING ON HEIRS, ETC.:** It is further agreed by the parties to this lease that all of the covenants and agreements enumerated herein shall be binding upon and inure to the

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benefit of both parties hereto and their respective legal representatives, heirs, successors, and assigns throughout the life of this instrument.

32) SUBROGATION AND WAIVER OF CLAIMS:

A. By Lessee. Lessor shall not be liable to Lessee for the loss arising out of damage to or destruction of the Leased Premises, or the Shopping Center, building or improvements of which the Leased Premises are a part thereof, when such loss is caused by any of the perils which are/or could be included within or are insured against by a standard form of fire insurance with extended coverage, including sprinkler leakage insurance, if any. All such claims for any and all loss, however caused, hereby are waived. Said absence of liability shall exist whether or not the damage or destruction is caused by the negligence of Lessor or by any of its agents, servants or employees. It is the intention and agreement of the Lessor and the Lessee that the rentals reserved by this lease have been fixed in contemplation that Lessee shall fully provide its own insurance protection at its own expense, and that Lessee shall look to its insurance carriers for reimbursement of any such loss, and further, that the insurance carriers involved shall not be entitled to subrogation under any circumstances against any party to this lease. Lessor shall not have any interest or claim in the Lessee's insurance policy and policies, or the proceeds thereof, unless specifically covered therein as a joint assured.

B. By Lessor. Provided that Lessee has maintained the insurance required by this Lease, Lessee shall not be liable to Lessor for the loss arising out of damage to or destruction of the Leased Premises, or the Shopping Center, building or improvements of which the Leased Premises are a part thereof, when such loss is caused by any of the perils which are/or could be included within or are insured against by a standard form of fire insurance with extended coverage, including sprinkler leakage insurance, if any. All such claims for any and all loss, unless caused by Lessee's intentional or other misconduct that voids its insurance coverage, hereby are waived. Said absence of liability shall exist whether or not the damage or destruction is caused by the negligence of Lessee or by any of its agents, servants or employees. It is the intention and agreement of the Lessor and the Lessee that Lessor shall fully provide its own insurance protection at its own expense, and that Lessor shall look to its insurance carriers for reimbursement of any such loss, and further, that the insurance carriers involved shall not be entitled to subrogation under any circumstances against any party to this lease. Lessee shall not have any interest or claim in the Lessor's insurance policy and policies, or the proceeds thereof, unless specifically covered therein as a joint assured.

33) SUBORDINATE TO MORTGAGE: At the option of Lessor's mortgagee, Lessee agrees to subordinate this lease to any mortgage, deed of trust or encumbrance which Lessor may have placed, or may hereafter place, on the Leased Premises. Lessee agrees to execute, on demand, any instrument which may be deemed necessary or desirable to render such mortgage, deed of trust or encumbrance, whenever made, superior and prior to this lease.

34) CONFLICTS: If there is any conflict between the printed portions and any typewritten or handwritten portions, the typewritten or handwritten portion shall prevail.

35) BENEFITS OF PARTIES: All of the provisions contained herein shall be bound upon and shall be incurred to the benefit of Lessor and Lessee, their heirs, executors, administrators, successors and assigns (as the case may be).

36) LEASE RECORDATION: This lease shall not be recorded in any public record. However, either party may require the other to sign, and may record a Memorandum of Lease.

37) NOTICE: Any notice or document required or permitted to be delivered hereunder may

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be delivered in person or shall be deemed to be delivered whether actually received or not when deposited in the United States mail, postage prepaid, addressed to the parties hereto at their respective addresses as they have theretofore specified or may hereafter specify by written notice delivered in accordance herewith.

38) **GUARANTOR:** _____, intervenes in and is made a party to this lease and agrees to be bound with Lessee *in solido* for the faithful performance and execution of all the obligations to be performed by Lessee, and waives all rights to release from this obligation due to Lessor's failure to protest for non-payment of rent or due to granting of any extensions or indulgences to Lessee or to any modification(s) of this Lease, or due to the filing of a bankruptcy, receivership or respite petition by or against Lessee or discharge in bankruptcy of Lessee, or upon Lessee's suspension, failure or insolvency or the appointment of a receiver for Lessee by any competent court.

This lease is made and signed in triplicate, this 9th day of March, 2007.

IN WITNESS WHEREOF, the parties have set their hands to duplicate original copies as to the day and year first above written.

WITNESSES:

FIRST PACIFIC INVESTMENTS, LLC

LESSOR:

BY: _____
ITS: _____
DATE: _____

LESSEE:

BY: _____
ITS: _____
DATE: _____

GUARANTOR:

BY: _____
ITS: _____
DATE: _____

Initials:

Lessor _____

Lessee _____

Guarantor _____

EXHIBIT "A"

Initials:

Lessor _____

Lessee _____

Guarantor _____

EXHIBIT "B"

Tenant Building Signage Criteria

- A. All signs must be submitted to the Lessor for review and approval before Lessee contracts purchase of said sign. All tenants are required to have signs installed on their store fronts within 60 days of their taking possession of rental space from Lessor.
- B. The approved sign is an interior lighted box sign using a white background.
- C. There shall be no flashing signs. Signs must be internally illuminated. All illumination shall be kept at a constant intensity at all times when in use and shall not exhibit sudden or marked changes in lighting effects. No rotating, flashing, blinking, fluctuating or otherwise animated signs shall be permitted. All signage must be U.L. rated.
- D. The permitted sign area for building signs of retail establishment located in shopping center shall be as follows:

- Shops 15' Wide – Maximum sign 3' X 9'
- Shops 20' Wide – Maximum sign 3' X 12'
- Shops 25' Wide – Maximum sign 3' X 15'
- Shops 30' Wide – Maximum sign 3' X 18'

The sign area for shops 31' or wider shall be determined by the Lessor.

- E. Attached retail establishments within the shopping center will be limited to one building sign per facing street or subject retail establishment.
- F. Building sign shall not extend above or below the face of the building.
- G. Building sign shall not be painted or pasted directly on the surface of any building, wall, fence, or window.
- H. Portable street signs will not be allowed without Lessor approval and will be on a temporary basis only.
- I. Painted plywood signs will not be allowed. Signs should be made of metal casing with plastic overlay.
- J. All signs will be completed in a neat and professional manner. The installation of signs shall include proper water-proofing of installation holes in mansard roof in order to prevent leakage damaging the ceiling tiles under the sidewalk canopy.
- K. Any damage caused to the mansard roofing or to the canopy ceiling tiles due to water damage caused by not properly sealing holes put in the mansard will be repaired at sole cost of the tenant installing or removing such sign.
- L. All signs which are applied to windows for the purpose of "outdoor" or exterior advertising are subject to review by Lessor and in all cases, sign(s) shall be limited to an area not greater than 25 percent of the window area on the face of the building on which it is applied. In no case shall a window area be used for the purpose of indentifying the retail establishment on which it is located when a building sign(s) for subject establishment exists.
- M. All Lessee signs must be in kept in good appearance and working condition. Lessee shall be responsible for all maintenance and repair of Lessee's signs.

Initials:

Lessor _____

Lessee _____

Guarantor _____