

EXHIBIT E

TENANT'S ESTOPPEL CERTIFICATE

DATE: 05/02/2017

TENANT: Hon So, Inc., and Hon Keung So, an individual
and Candy Mei-Yiu So, an individual

PREMISES: 772 Pacific Avenue, San Francisco, CA

LEASE DATE: January 1, 2002

COMMENCEMENT DATE: January 1, 2002

EXPIRATION DATE: December 31, 2021

TERM IN MONTHS: 228 Months including all options

DATE RENT AND OPERATING EXPENSE
PARKING: All rent and expenses are paid thru April 30,
2017

PAYMENTS ARE DUE: By the 10th of every month

OPTIONS: Check if you have any of these
options or rights, and provide details in
Sections 5 or 9 below.

Extension Option

Termination Option

Expansion Option

Purchase Option

CURRENT MONTHLY PAYMENTS: \$26,612.25

BASE RENTAL: \$22,500.00 per month

TAXES: \$2,958.40 per month

OP. EXP. CAP: Insurance- \$1,153.85 per Month

Check here if you have rental escalations and provide details in Section 6 below: Rent gets renegotiated annually thru option period December 31, 2021

SECURITY DEPOSIT: \$40,000.00

THE UNDERSIGNED, AS TENANT OF THE ABOVE REFERENCED PREMISES ("PREMISES") UNDER THE LEASE DATED AS OF THE ABOVE-REFERENCED LEASE DATE, BETWEEN Shew Yick, Trustee of Shew Yick Trust One and Shew Yick and Richard Tong, Trustees of Robert Yick Exempt Assets Trust ("LANDLORD") AND TENANT, HEREBY CERTIFIES, REPRESENTS AND WARRANTS TO THE CITY AND COUNTY OF SAN FRANCISCO ("CITY"), AND ITS ASSIGNEES, AS FOLLOWS:

1. Accuracy. All of the information specified above and elsewhere in this Certificate is accurate as of the date hereof.

2. Lease. The copy of the Lease attached hereto as Exhibit A is a true and correct copy of the Lease. The Lease is valid and in full force and effect. The Lease contains all of the understandings and agreements between Landlord and Tenant and has not been amended, supplemented or changed by letter agreement or otherwise, except as follows (if none, indicate so by writing "NONE" below): **None**

3. Premises. The Premises consist of The entire Building, and Tenant does not have any options to expand the Premises except as follows (if none, indicate so by writing "NONE" below): **None**

4. Acceptance of Premises. Tenant has accepted possession of the Premises and is currently occupying the Premises. There are no unreimbursed expenses due Tenant including, but not limited to, capital expense reimbursements.

5. Lease Term. The term of the Lease commenced and will expire on the dates specified above, subject to the following options to renew or rights to terminate the Lease (if none, indicate so by writing "NONE" below): **None**

6. Rental Escalations. The current monthly base rental specified above is subject to the following escalation adjustments (if none, indicate so by writing "NONE" below): **Rent gets renegotiated annually 60 days prior to December 31 of the current year**

7. No Defaults/Claims. Neither Tenant nor Landlord under the Lease is in default under any terms of the Lease nor has any event occurred which with the passage of time (after notice, if any, required under the Lease) would become an event of default under the Lease. Tenant has no claims, counterclaims, defenses or setoffs against Landlord arising from the Lease, nor is Tenant entitled to any concession, rebate, allowance or free rent for any period after this certification. Tenant has no complaints or disputes with Landlord regarding the overall operation and maintenance of the property within which the Premises are located (the "Property"), or otherwise.

8. No Advance Payments. No rent has been paid in advance by Tenant except for the current month's rent.

9. No Purchase Rights. Tenant has no option to purchase, or right of first refusal to purchase, the Premises, the Property or any interest therein (if none, indicate so by writing "NONE" below): **None**

10. Notification by Tenant. From the date of this Certificate and continuing until close of escrow. Tenant agrees to notify City immediately of the occurrence of any event or the discovery of any fact that would make any representation contained in this Certificate inaccurate as of the date hereof or as of any future date.

11. No Sublease/Assignment. Tenant has not entered into any sublease, assignment or any other agreement transferring any of its interest in the Lease or the Premises.

12. No Notice. Tenant has not received notice of any assignment, hypothecation, mortgage, or pledge of Landlord's interest in the Lease or the rents or other payments payable thereunder, except those listed below (if none, indicate so by writing "NONE" below): **None**

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13. Hazardous Materials. Tenant has not used, treated, stored, disposed of or released any Hazardous Materials on or about the Premises or the Property. Tenant does not have any permits, registrations or identification numbers issued by the United States Environmental Protection Agency or by any state, county, municipal or administrative agencies with respect to its operation on the Premises, except for any stated below, and except as stated below no such governmental permits, registrations or identification numbers are required with respect to Tenant's operations on the Premises. For the purposes hereof, the term "Hazardous Material" shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA", also commonly known as the "Superfund" law), as amended, (42 U.S.C. Section 9601 et seq.) or pursuant to Section 25316 of the California Health & Safety Code; any "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; and petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids, and "source," "special nuclear" and "by-product" material as defined in the Atomic Energy Act of 1985, 42 U.S.C. Section 3011 et seq.

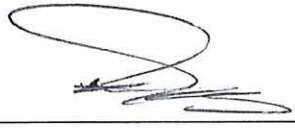
14. Reliance. Tenant recognizes and acknowledges it is making these representations to City with the intent that City, and any of its assigns, will fully rely on Tenant's representations.

15. Binding. The provisions hereof shall be binding upon and inure to the benefit of the successors, assigns, personal representatives and heirs of Tenant and City.

16. Due Execution and Authorization. The undersigned, and the person(s) executing this Certificate on behalf of the undersigned, represent and warrant that they are duly authorized to execute this Certificate on behalf of Tenant and to bind Tenant hereto.

EXECUTED BY TENANT ON THE DATE FIRST WRITTEN ABOVE.

By:



Hon Keung So

President

[TITLE]

HON SO, INC.



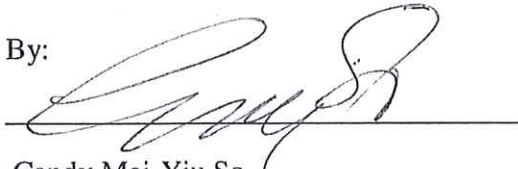
By:

Hon So Inc president

[NAME AND TITLE]

5/2/2017

By:



Candy Mei-Yiu So

Owner

[TITLE]

September 28, 2011

Mr. Hon So & Mrs. Candy Mei-Yiu So

New Asia Restaurant

772 Pacific Street

San Francisco, CA 94133

Dear Mr. & Mrs. So:

This letter will confirm discussions that took place on September 27, 2011 regarding changes to New Asia's basic rent for the next five years.

Beginning January 1, 2012 through December 2013 rent is \$21,000

Beginning January 1, 2014 through December 2016 rent is \$22,000

Approximately 60 days before the end of year 2016, I will be meeting with you again to discuss New Asia's rent for the period beginning January 2017. At that juncture, there will be five years remaining on your lease. If this is not your understanding of what was agreed upon, please let me know at your earliest convenience.

Sincerely,



Donna Yick

Cc: Kitman Chan

Richard Tong

September 27, 2011

The Yick Family is countering New Asia's proposal to freeze rents for years 2012-2016 at \$21,000 and years 2017-2021 at \$22,000.

We are proposing the following alternatives:

--- Freezing New Asia's rent from January 2012 through December 2016 at \$21,500 on the condition that the terms of the lease agreement will be changed to allow for a five-year lease option only, not a ten year option. OR,

--- Beginning January 2012, New Asia's rent of \$21,000 will be good through December 31, 2013. Future rents will be determined prior to January 2014.

**NEW ASIA
Restaurant Lease**

This LEASE is made and entered into at San Francisco, California effective the ___ day of January, 2002, between SHEW YICK, TRUSTEE OF SHEW YICK TRUST ONE AND SHEW YICK AND RICHARD TONG, TRUSTEES OF ROBERT YICK EXEMPT ASSETS TRUST hereinafter called Lessor and, Hon So, Inc., and Hon Keung So, an individual and Candy Mei-Yiu So, an individual hereinafter called Lessees, without distinction as to number or gender. Each party signing as Lessee shall be jointly and severally liable for all of the terms and conditions of this Lease.

In consideration of the rents and Lessee's covenants and agreements contained in this Lease, and upon the condition that each and all of the said covenants, obligations and agreements be fully kept and performed by Lessee, Lessor leases demises and lets to Lessee of the building located at 772 Pacific Avenue, San Francisco, California (the "Building").

It is further mutually agreed between Lessor and Lessee as follows:

1. *Premises.* The premises leased (the "Premises") shall consist of the entire Building.
2. *Term.* The term of this Lease shall commence the closing of Lessee's purchase of certain business assets of New Asia Restaurant, a business owned and operated by Lessor. This lease shall terminate on December 31, 2011.
3. *Rent.* On the first day of the month following the time of commencement of this lease, until the first day of December, 2004, Lessee agrees to pay Lessor the sum of Eighteen Thousand Dollars (\$18,000) as rent, ("Basic Monthly Rental") payable in advance without deduction or offset, at such place or places as may be designated in writing from time to time by Lessor, on the first day of each calendar month of the lease term. If this lease commences on a day other than the first day of the month, the first month's rent shall be prorated and paid to Landlord from the sales escrow. On the first day of January each year thereafter, the Basic Monthly Rent shall be adjusted upward in the same percentage proportion that the Retail Consumer Price Index for San Francisco-Oakland, *all items*, published by the United States Department of Labor Statistics (the "Index"), shall have increased over the Index reported nearest to the date of signing of this Lease, which shall be referred to as the "Original Consumer Price Index Base Date." There shall be no reduction in the Basic Monthly Rent below the monthly rent in the immediately preceding period. In no event, however, shall the Basic Monthly Rent during the term be adjusted upward by more than five percent (5%) per year cumulatively.

Commencing January 1, 2005, Lessee agrees to pay Lessor the sum of Twenty Thousand Dollars (\$20,000) payable in advance without deduction or offset on the first day of each calendar month of the remaining lease term.

On the first day of January each year thereafter (including each year of any option period), the Basic Monthly Rent shall be adjusted upward in the same percentage proportion that the Retail Consumer Price Index for San Francisco-Oakland, *all items*, published by the United States

Department of Labor Statistics (the "Index"), shall have increased over the Index reported nearest to December 31, 2004 which shall be referred to as the New Consumer Price Index Base Date. There shall be no reduction in the Basic Monthly Rent below the monthly rent in the immediately preceding period. In no event, however, shall the Basic Monthly Rent during the remaining term be adjusted upward by more than five percent (5%) per year cumulatively.

If the Basic Monthly Rent or any other payment is received after the 10th of the month in which it is due, Lessee agrees to pay an additional 5% of the payment then due as a Late Payment Charge.

4. **Security Deposit.** Lessee has deposited with Lessor the sum of Forty Thousand Dollars (\$40,000) which is applied as security for, and to be returned to Lessee only after the full, prompt and faithful performance by Lessee of all of the terms, covenants, and conditions to be kept and observed by Lessee under this Lease, including the payment of all rental installments. The first month's rent and security deposit shall be paid to Lessor on the execution of this Lease, receipt of which is acknowledged by Lessor. If, at any time during the term of this Lease, any Basic Monthly Rent or any other sum payable by Lessee to Lessor under the terms of this Lease shall be overdue and unpaid, then Lessor may, but shall not be required to, appropriate any portion of the security deposit to the payment of any such overdue Basic Monthly Rent or other sum. In the event of the failure of Lessee to keep and perform all of the terms, covenants and conditions of this Lease to be kept and performed by Lessee, then at the option of Lessor, Lessor may, after terminating the Lease, appropriate and apply the entire security deposit or so much of it as may be necessary to compensate Lessor for all loss or damage sustained or suffered by Lessor due to any breach on the part of Lessee. If the entire security deposit or any portion of it is appropriated and applied by Lessor for the payment of overdue Basic Monthly Rent or other sums due and payable by Lessee under this Lease, then Lessee shall upon the written demand of Lessor, remit to Lessor a sufficient amount in cash to restore the security deposit to its original sum. Lessee's failure to do so within five (5) days after receipt of such demand shall constitute a breach of this Lease. If Lessee complies with all of the terms, covenants and conditions of this Lease and promptly pays all of the Basic Monthly Rent and other sums provided for under this Lease as they becomes due, the security deposit shall be returned in full to Lessee at the end of the term of this Lease or upon earlier termination of this Lease.

5. **Condition of Premises.** Landlord is leasing the Premises in an "as is" condition. Landlord and Tenant have agreed that Tenant may, at Tenant's sole expense, renovate and alter the Premises in accordance with the Plans attached as Exhibit A hereto. Tenant will be solely responsible for this renovation work and hold Landlord harmless from all costs and expenses of the renovation work. All such renovation to the Premises shall be approved in writing by Landlord. Tenant acknowledges the Premises are in satisfactory order and condition to commence Tenant's renovation. Landlord shall be under no obligation to make any repairs to the Premises, except as expressly provided in this Lease.

6. **Use of Premises.** Lessee shall not use, or permit the Premises, or any part thereof, to be used for any purpose or purposes other than for the specific purpose of conducting a restaurant business, and shall not be used for any purpose unrelated such business.

7. **Insurance Requirements.** Lessee shall, at all times during this Lease, at Lessee's sole cost and expense, maintain in effect in companies acceptable to Lessor, public liability and property damage insurance in the amounts of \$1,000,000/\$2,000,000 for personal injury and \$500,000 for property damage naming Lessor as an insured and covering the Premises. The policy of insurance shall contain a provision that it shall not be canceled without thirty (30) days prior written notice to Lessor and such policy or a copy thereof shall be delivered to Lessor. Lessee agrees that if any of its activity causes an increase in fire or public liability insurance premiums covering the Premises, Lessee will pay to Lessor, as additional rent, the increase in premiums caused by his activity. In the event any such activity shall cause cancellation of any insurance policy covering the Building, or any part thereof, and similar insurance cannot be obtained elsewhere, Lessee shall immediately cease to conduct such activity.

8. **Indemnification and Waiver of Subrogation.** Lessee, as part of the consideration to rendered to Lessor, hereby waives all claims against Lessor for damages to property or injuries to persons, in, upon or about the Premises, arising directly or indirectly from any cause at any time. Lessee shall indemnify and save Lessor free and harmless from and against any cost, loss, liability or expense for or on account of any damage to property or injury to any person, arising directly or indirectly from the use of the Premises caused or made by Lessee, or from the failure of Lessee to keep the Premises in good order, condition and repair.

Lessor hereby releases Lessee, and Lessee hereby releases Lessor, from any and all claims or demands for damages, loss, expense or injury to the leased Premises, or to the improvements, fixtures and equipment, or personal property or other property of either Lessor or Lessee in, about or upon the leased Premises or adjoining property, as the case may be, which is caused by or results from perils, events or happenings which are the subject of insurance carried by the respective parties and in force at the time of any such loss; provided however, that such waiver shall be effective only to the extent permitted by the insurance covering such loss and to the extent of the insurance recovery.

9. **Waste and Alterations.** Lessee shall not commit or cause to be committed, any waste upon the Premises or any nuisance, or other act or things which may disturb the quiet enjoyment of any other tenant in the Building. Lessee shall not make or cause to be made, any alterations of the Premises, or any part thereof, without the express written consent of Lessor first had and obtained, and any additions to, or alterations of Premises, except moveable furniture and trade fixtures, shall at once become a part of the realty and belong to Lessor. Lessee shall keep the Premises and the property in which the Premises is located free from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee. Lessor shall also have the right to post and maintain on the Premises such notice of nonresponsibility as may be required by law to protect Lessor's rights herein. Lessee shall notify Lessor sufficiently in advance of the commencement of any such work in order to give Lessor the opportunity to post notice of nonresponsibility.

Lessee is prohibited from using any chemicals which would affect plumbing in the Building. Lessee shall pay the cost of any special improvements which may be required by any fire insurance or governmental agency because of Lessee's use of the Premises.

10. *Abandonment.* Lessee shall not vacate or abandon the Premises at any time during the term and if Lessee shall abandon, vacate or surrender the Premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the Premises, at the option of Lessor, shall be deemed to be abandoned.

11. *Maintenance and Repair.* Except for the roof and foundations, which shall be maintained and repaired by Landlord, Lessee shall keep and maintain the Premises and every part thereof, in good and sanitary order, condition and repair. In the event the sewer lines leading to the premises need repair, Landlord and Tenant shall ^{share} the expense equally. Lessee shall repair any damage caused to the Building or common areas or grounds by the negligent acts of the Lessee or Lessee's agents. On termination of this Lease, Lessee agrees to surrender the Premises in the same conditions as when received, reasonable wear and tear excepted.

12. *Cooperation on Releasing Premises.* Lessee shall permit Lessor, at any time within six (6) months prior to the expiration of this Lease, to bring any prospective tenants onto the Premises for inspection.

13. *Taxes and Insurance.*

(a) Lessee shall pay all taxes and assessments levied upon Lessee's fixtures, furniture, appliances, and personal property installed or located in the Premises. In addition, Lessee shall pay to Lessor any tax attributable to an increase in assessment of the Premises arising from Lessee's improvements.

(b) In addition to the Basic Monthly Rent and building operating expenses, commencing in the year 2007, Lessee agrees to pay to Lessor each year during the term of the Lease, all real estate taxes and insurance premiums on the Premises, including land, building, and improvements thereon. Real estate taxes include all real estate taxes and assessments that are levied upon and/or assessed against the Premises, including any taxes which may be levied on rents. Insurance includes all insurance premiums for fire, extended coverage, liability and any other insurance that Lessor deems necessary on the Premises. Any such tax and insurance premium payments by Lessee shall be upon the basis of taxes and assessments or installments thereof coming due during any leasehold year rather than upon the fiscal year to which such tax is applicable. Any amounts of taxes and assessments required to be paid hereunder shall be paid by Lessee within ten (10) days after written demand therefore and Lessor's tax bill shall be conclusive evidence for the amount to be paid by Lessee. If any amounts due hereunder, or under paragraph 15 above, are received after the tenth day following date of billing, Lessee agrees to pay an additional five percent (5%) of the monthly payment then due as a Late Payment Charge.

14. *Compliance with Governmental Regulations.* Lessee will comply with all laws and regulations of all state, federal, county and municipal authority pertaining to business conducted on the Premises. Lessee shall not permit the Premises to be used for any unlawful purposes. The judgment of any court of competent jurisdiction, or the admission of Lessee in any action or proceeding against Lessee, whether Lessor be a party thereto or not, that the Lessee has violated

any such ordinance or statutes in the use of the Premises, shall be conclusive of that fact as between Lessor and Lessee.

15. *Destruction of Premises.*

(a) Lessee shall notify Lessor in writing of a partial destruction of the Premises, and Lessor shall repair the same, provided the repairs can reasonably be made under the laws and regulations of state, county and municipal authority, within sixty (60) calendar days, during regular weekday hours. A partial destruction of the Premises shall in no way annul or void this Lease, except that Lessee shall be entitled to a proportionate reduction of Basic Monthly Rent until such repairs have been completed. Such proportionate reduction shall be based upon the extent to which the making of such repairs interferes with the use and occupancy of the Premises. If such repairs cannot be so made within sixty (60) calendar days, Lessor may, at Lessor's option, make the repairs within a reasonable time and this Lease will continue in full force and effect and the rent proportionately reduced as stated above, or, in the alternative, Lessor may terminate this Lease by written notice to Lessee.

(b) In the event that the Building is destroyed to the extent of at least thirty-three and one-third (33 1/3%) percent of the replacement cost thereof, Lessor may elect to terminate this Lease, without further liability to Lessee, whether the Premises be injured or not. A total destruction of the Building shall terminate this Lease, without further liability to Lessee.

16. *Condemnation.* It is mutually agreed that if the whole or any part of the Premises shall be required by, taken or condemned for any public or quasi public use or purpose, then in such event, this Lease shall terminate as of the date when possession is taken by the condemning authority or when title is vested, without apportionment to Lessee of the award or other compensation. Nothing in this Lease shall deprive Lessee of the right, if any, to demand and if entitled, receive from the requisitioning, taking or condemning authority, award or compensation for loss of or damage to any of the Lessee's personal property or business provided that same is not in diminution of the award or compensation payable to Lessor; and Lessee shall make payment of all rent and other charges accrued and prorated to the date of such requisition, taking or condemnation.

17. *Remedies of Lessor.* Lessee shall be in default under this Lease if Lessee shall fail to pay any rentals or other moneys due as provided in this Lease, when the same becomes due and payable, or if Lessee shall fail to keep, or neglect to perform, any one or more of the terms, covenants and agreements required to be kept and performed by Lessee and such failure or neglect shall continue for a period of ten (10) days after notice in writing thereof to Lessee to remedy such default. Whenever Lessee is in default, Lessor may, without notice, avail itself of any of the following remedies:

(a) Enter upon and take possession of the Premises, exclude all persons therefrom and remove any and all property whatsoever found there and place such property in storage for the account and at the expense of Lessee. In the event that Lessee shall not pay the cost for storing any such property after the property has been stored for a period of ninety (90) days or more,

Lessor may sell any or all of such property at public or private sale, in such manner and at such times and places as Lessor, in its sole discretion, may deem proper, without notice to Lessee and without demand upon Lessee for the payment of any part of such charges or for the removal of any such property, and shall apply the proceeds of such sale; first, to the cost and expenses of sale and removal, including reasonable attorneys' fees actually incurred; second, to the payment of the costs of or charges for storing any such property; third, to the payment of any other sums of money which may then or thereafter be due to Lessor from Lessee under any of the terms of this Lease; and fourth, the balance, if any, to Lessee. Lessee hereby waives all claims for damages that may be caused by Lessor's re-entering and taking possession of the Premises or removing and storing furniture and property as herein provided and will save Lessor harmless from loss, costs or damages, occasioned Lessor thereby, and no such re-entry shall be considered or construed to be a forcible entry as the same may be defined under California Law, nor shall any such re-entry constitute an election by Lessor to terminate this Lease unless Lessor gives Lessee notice in writing of Lessor's election to terminate.

(b) With or without re-entry, terminate this Lease: in which event Lessee shall immediately surrender possession. Lessee agrees to pay to Lessor as the amount which shall be presumed to be the amount of damage sustained by Lessor by reason of Lessee's breach of this Lease (Lessee agreeing that it would be impracticable or extremely difficult to fix the actual damage) as sum of money equal to the amount, if any, by which the then-cash value of the rent (including Basic Monthly Rent and reimbursable operating costs and expenses and taxes and insurance) reserved under this Lease exceeds the then-cash reasonable rental value of the Premises for the balance of the term at the time of such termination. The claim for the sum due shall be immediately enforceable by Lessor against Lessee by suit, and shall be provable in any proceedings for the bankruptcy or other liquidation or reorganization of Lessee.

(c) With or without re-entry, relet the Premises as the agent and for the account of Lessee at such rental and upon such other terms and conditions as Lessor, in its sole discretion, may deem advisable (including reletting for a term extending beyond the term of this Lease): in which event, the rent received on any such reletting shall be apportioned first to the expense of reletting and collection (including but not limited to any necessary repairs or renovations, a reasonable attorney's fee, and any real estate commissions actually paid) and thereafter to the payment of the sums due and to become due to Lessor hereunder. If a sufficient sum shall not thus be realized to pay rent and other moneys due Lessor hereunder, Lessee shall pay to Lessor monthly any deficiency, and Lessor, at its option, may bring an action for each monthly deficiency.

All rights and remedies of Lessor hereunder shall not be exclusive but shall be cumulative. Waiver by Lessor of any single breach of any term of covenant hereof by Lessee shall not constitute a waiver of any other such breach by Lessee, and acceptance of any payment of rent hereunder shall not be a waiver of any term or covenant hereof except with respect solely to the payment so made.

18. *Attorneys' Fees.* In the event suit shall be brought for an unlawful detainer of the Premises, for the recovery of any sum due under the provisions of this Lease or because of the breach of any covenant herein contained on the part of Lessee to be kept or performed, the prevailing party shall

be entitled to all costs in connection therewith, including a reasonable attorney's fee which shall be fixed by the court, and shall have judgment thereof.

19. *Surrender of Lease.* The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Lessor, terminate all or any existing subleases or subtenancies, or may, at the option of Lessor, operate as an assignment to Lessor of any or all such subleases or subtenancies.

20. *Sale.* In the event of any sale or conveyance of the Building by Lessor, the same shall be made subject to this Lease but shall operate to release Lessor from any further or future liability under any of the terms, covenants and conditions contained in this Lease in favor of Lessee, whether expressed or implied, and in such event Lessee agrees to look solely to the responsibility of the successor in interest of the Lessor in and to this Lease.

21. *Damage to Building.* Notwithstanding anything to the contrary in this Lease, Lessee shall be liable for all damage to the Building or fixtures caused by moving the property of Lessee into, inside or out of the Building and for all breakage or other damage done by Lessee, or the agents, servants, employees, or invitees of Lessee, as well as any damage caused by the overflow or escape of water, steam, gas, electricity or other substance due to the negligence of Lessee, or the agents, servants, employees or invitees of Lessee. Lessor shall arrange for repair of all such damage or breakage and the cost thereof shall be paid to Lessor upon presentation of a statement by Lessor or a copy of the repair bill rendered to Lessor.

22. *Compliance with Rules and Regulations.* Lessee acknowledges receipt of a copy of the Building Rules in the form attached hereto as Exhibit B and agrees that these rules, regulations and stipulations and such other further reasonable rules, regulations and stipulations as Lessor may make, being, in Lessor's judgment, necessary or advisable for the safety, care and/or cleanliness of the Building and Premises, or the comfort of other tenants, shall be faithfully kept, observed and performed by Lessee, and by the agents, servants and employees of Lessee, unless waived in writing by Lessor.

23. *Notices.* Whenever it be required that any notice be given under this Lease, such notice shall be in writing and may be served upon Lessee personally or by depositing the same in the United States mail, postage prepaid, addressed to the Lessee at the Premises, and may be served upon Lessor by depositing the same in the United States mail, postage prepaid, addressed to Lessor, c/o Shew Yick and Richard Tong, Trustees of Shew Yick Trust One, 1225 Washington Street, #401, San Francisco, CA or such other addresses that the parties hereto may hereafter specify in writing.

24. *Assignment and Subletting.*

(a) Lessee shall not sell, assign, encumber or otherwise transfer by operation of law or otherwise, this Lease or any interest in it, sublet the Premises or any part thereof, or cause or allow any other person to occupy or use the Premises or any portion thereof, without the prior written consent of Lessor as provided herein, nor shall Lessee permit any lien to be placed on the Lessor's interest by operation of law. Lessee shall, by written notice, advise Lessor of its desire

from and after a stated date (which shall not be less than thirty (30) days nor more than one hundred twenty (120) days after the date of Lessee's notice), to assign or sublet the Premises or any portion thereof for any part of the term hereof; In such event Lessor shall have the right to be exercised by giving written notice to Lessee thirty (30) days after receipt of Lessee's notice, to terminate this Lease as to the portion of the Premises described in Lessee's notice and such notice shall, if given by Lessor, terminate this Lease with respect to the portion of the Premises therein described as of the date stated in Lessee's notice. Notice by Lessee shall state the name and address of the proposed assignee or subtenant, and Lessee shall deliver to Lessor a true and complete copy of the proposed sublease or assignment with said notice. If notice shall specify all of the Premises and Lessor shall give termination notice with respect to that notice, this Lease shall terminate on the date stated in Lessee's notice. If, however, this Lease shall terminate pursuant to the foregoing with respect to less than all the Premises, the rent, as defined and reserved hereinabove and the payments for real property taxes and insurance as provided for in paragraphs 13 shall be adjusted on a pro rata basis to the number of square feet retained by Lessee, and this Lease as so amended shall continue thereafter in full force and effect. If Lessor, upon receiving notice by Lessee with respect to any of the Premises, shall not exercise its right to terminate this Lease, Lessor will not unreasonably withhold its consent to Lessee's subletting the Premises in said notice.

(b) Any subletting or assigning of this Lease by Lessee shall not result in Lessee being released or discharged from a liability under this Lease. As a condition to Lessor's prior written consent as provided for in this paragraph, the subtenant or subtenants or assignees or subassignees shall agree in writing to comply with and be bound by all of the terms, covenants, conditions, provisions and agreement of this Lease, and Lessee shall deliver to Lessor promptly after execution, an executed copy of each sublease and an agreement of compliance by each sublessee and assignee.

(c) Lessor's consent to any sale, assignment, encumbrance, subletting, occupation, lien or other transfer shall not release Lessee from any of Lessee's obligations under this Lease or be deemed to be a consent to any subsequent occurrence. Any sale, assignment, encumbrance, subletting, occupation, lien or other transfer of this Lease which does not comply with the provisions of this paragraph 24 shall be void.

25. *Successors and Assigns.* The covenants and conditions contained in this Lease shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties herein and all of the parties to this Lease shall be jointly and severally liable hereunder, except that if there is more than one Lessee name as a tenant of this Lease, upon the death or total disability of any person named as Lessee, the term hereof or any extension thereof shall terminate as to such deceased or totally disabled Lessee, and the remaining Lessee or Lessees shall remain liable for all the terms thereof.

26. *Subordination.*

(a) This Lease, at Lessor's option, shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation for security now or hereafter placed upon the real property of which the Premises are a part and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Lessee's right to quiet possession of the Premises shall not be disturbed if Lessee is not in default and so long as Lessee shall pay the rent and other payments due under this Lease and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms.

(b) Lessee agrees to execute any documents required to effectuate such subordination of this Lease, any ground lease, mortgage or deed of trust, as the case may be, and failing to do so within ten (10) days after written demand, does hereby make, constitute and irrevocably appoint Lessor as Lessee's attorney-in-fact and in Lessee's name, place and stead, to do so.

27. *Estoppel Certificate.* Lessee shall, at any time upon not less than ten (10) days' prior written notice from Lessor, execute, acknowledge and deliver to Lessor a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder or specifying such defaults, if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises.

Lessee's failure to deliver such statement within such time shall be conclusive upon Lessee (a) that this Lease is in full force and effect, without modification except as may be represented by Lessor, (b) that there are no uncured defaults in Lessor's performance, and (c) that not more than one month's rent has been paid in advance.

If Lessor desires to finance or refinance the building, or any part thereof, Lessee hereby agrees to deliver to any lender designated by Lessor, such financial statements of Lessee as may be reasonably required by such lender. Such statements shall include the past three years' financial statements of Lessee. All such financial statement shall be received by the lender in confidence and shall be used only for the purposes herein set forth.

28. *Option to Renew.* Provided Lessee is not in default at the time during the original term of the Lease, Lessee shall have the option to extend the Lease for an additional ten (10) year period by providing Lessor with written notice of exercise of option not less than six (6) months prior to the end of the original term. If Lessee exercises Lessee's option to renew, Basic Rent for the first year of the option period shall be \$20,000 per month increased by the percentage increase in the Index as of December 31, 2011 over the index over the Index on January 1, 2004. Rent for the remainder of the Option Period will be increased by increases in the Index in the manner provided in Paragraph 3 of the Lease, and all other terms and conditions of the Lease shall remain in effect.

29. *Amendments.* This Lease contains the entire agreement between the parties. No provisions of this Lease may be amended or added to or modified except by an agreement in writing signed by the parties hereto or their respective successors.

30. *Captions.* The captions of the provisions herein contained are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

31. *Time.* Time is of the essence of this Lease.

LESSOR:	LESSEE:
SHEW YICK TRUST ONE	HON SO, INC.
By: <u>Shew Yick</u>	By: <u>[Signature]</u>
ROBERT YICK EXEMPT ASSETS TRUST	Its _____
By: <u>[Signature]</u>	By: <u>Candy Mei-Yiu So</u> Candy Mei-Yiu So, in her individual capacity
	By: <u>[Signature]</u> Hon Kueng So, in his individual capacity Kueng