ASSIGNMENT OF LEASES

THIS ASSIGNMENT is made and entered into as of <u>pecember 30</u>, 20<u>21</u>, by and between MAHADEVA, LLC, a California limited liability company ("Assignor"), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("Assignee").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, effective as of the Closing Date (as defined in the Agreement for the Purchase and Sale of Real Property between Assignor, as Seller, and Assignee, as City, dated as of August 20, 2021 (the "Purchase Agreement")), Assignor hereby assigns and transfers to Assignee all of Assignor's right, title, claim and interest in and under certain leases executed with respect to that certain real property commonly known as 3055-3061 16th Street, San Francisco, and more fully described in Exhibit A to the Purchase Agreement (the "Property") as more fully described in Schedule 1 attached hereto (collectively, the "Leases"). Initially capitalized terms used but not defined in this Assignment have the meanings given to them in the Purchase Agreement.

ASSIGNOR AND ASSIGNEE FURTHER HEREBY AGREE AND COVENANT AS FOLLOWS:

- 1. Assignor represents and warrants that, as of the date of this Assignment and the Closing Date, the attached <u>Schedule 1</u> includes all of the Leases and occupancy agreements affecting any of the Property. As of the date hereof and as of the Closing Date, there are no assignments of or agreements to assign the Leases to any other party.
- 2. Assignor hereby agrees to indemnify Assignee against and hold Assignee harmless from any and all costs, liabilities, losses, damages or expenses (including, without limitation, reasonable attorneys' fees), originating prior to the Closing Date and arising out of the landlord's obligations under the Leases.
- 3. Except as otherwise set forth in the Purchase Agreement, effective as of the Closing Date, Assignee hereby assumes all of the landlord's obligations under the Leases and agrees to indemnify Assignor against and hold Assignor harmless from any and all costs, liabilities, losses, damages or expenses (including, without limitation, reasonable attorneys' fees), originating on or subsequent to the Closing Date and arising out of the landlord's obligations under the Leases.
- 4. Any rental and other payments under the Leases will be prorated between the parties as provided in the Purchase Agreement.
- 5. This Assignment will be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns.
- 6. This Assignment is governed by and will be construed in accordance with the laws of the State of California.
- 7. This Assignment may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

Assignor and Assignee have executed this Assignment as of the day and year first written above.

ASSIGNOR:

MAHADEVA, LLC,

a California limited liability company

By:

Shailendra Devdhara

Its:

Manager

ASSIGNEE:

CITY AND COUNTY OF SAN FRANCISCO,

a municipal corporation

By:

Andrico Q. Penick Director of Property

APPROVED AS TO FORM: DAVID CHIU, City Attorney

By:

Jessica Alfaro Cassella Deputy City Attorney

SCHEDULE 1

LEASES

1. Assignment and Amendment of Lease dated July 31, 2006

ASSIGNMENT AND AMENDMENT OF LEASE

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This Assignment and Amendment of Lease (the "Amdendment") is made the "Amdendment") is made.
This Assignment and Amendment of Lease (the "Effective Date")
Two and Jason Liuo,
as of Fnderprise, Jessica Luo att
by and among Ng and Luo Enderprise, Jessica Luo and Jason Luo, by and among Ng and Luo Enderprise, Jessica Luo and Jason Luo, (collectively "Assignee") and Cagan Enterprises Inc. ("GEI"), (collectively "Assignee") and Cagan Enterprises Inc. ("GEI"), (collectively "Assignee") and Ms. Prabhaben
(ontinatively "Assignee") and Gagan Milespisson was in Deschapen
(collectively "Assignor") and Martinely
(collectively "Assigned") and Gagan (collectively "Assignor") and Ma. Frabhaben).
Patel ("Landlord").

- A WHEREAS, Assignor has entered into that certain Lease for the premises located at 3055 16th Street, San Francisco, CA 94103 dated January 1, 1996 with Landlord (the "Lease"). The Lease is attached hereto as Exhibit A and incorporated herein by reference.
- B. WHEREAS, Assignee has agreed to assume the liabilities and obligations of Assignor arising after the date hereof under the Lease subject to the terms and conditions set forth in this Amendment.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment and Assumption. Assignor hereby assigns and transfers to Assignee all right, and interest of Assignor in, and all obligations and liabilities of Assignor under, the Lease as amended by this Amendment. Assignee hereby assumes the liabilities and obligations of Assignor arising, after the date hereof, under the Lease as amended by this Amendment. In the event of a default by Assignee under the Lease or Amentment, including the payment of rent or other monies due, Assignor shall immediately upon the receipt of notice specifying the default, cure such default.

- 2. Option to renew: Providing Assignee is in possession of the premises and has not been in default of the Lease. Assignee shall have the option to renew the Lease for a term of six (6) years (the "Option"). The option must be exercised on or before One Mundred Eighty (180) days prior to the expiration of the Term set forth in paragraph 1 of the Lease. Assignee may exercise the Option by providing written notice to the Landlort by certified or registered letter.
- 3. Rent: If Assignee exercises its option to renew the Lease, then Assignee agrees to pay Landlord the following monthly rente during the Option period:

Monthly rent is due and payable to the Landlord on the first day of the month. If rent is not paid on or before the fifth (5th) day of a given month, five percent (5%) of such unpaid rent shall be due and payable to the Landlord in addition to the rent. If rent is not paid on or before the fifteenth (15th) day of a given month, then Assignee shall be in default of the Lease.

- 4. Assignor's Covenants. Assignor covenants that the copy of the Lease attached hereto as Exhibit A is a true and accurate copy of the Lease as currently in effect and fully describes all of the liabilities and obligations of Assignor with respect to the Lease.
- 5. Landlord's Consent. Landlord hereby consents to the terms of this Amendment and agrees that the Lease attached hereto as Exhibit A fully describes all of the liabilities and obligations of Assignor with respect to the Lease. Landlord acknowledges and agrees that Assignee's sole responsibility with respect to the Lease is to fulfill the liabilities and obligations imposed on Assignor under the terms of the Lease after the date hereof. Landlord hereby acknowledges that the Rent set forth in the Lease includes all necessary payments by Assignee for insurance and taxes. Landlord further acknowledges that there is no existing default under the Lease and Assignor has paid all Rent and other payments due to the Landlord as of the date hereof.
- 6. <u>Clarification of Additional Rent</u>. The parties hereby acknowledge that Paragraph 2 of the Lease provides that Assignee shall be responsible for Additional Rent. Although the Additional Rent includes payments for taxes or insurance, for purposes of this Lease, as amended, taxes and insurance are \$0.00.
- 7. Assignment. Assignee may assign or otherwise transfer his rights and obligations under the Lease, as amended, upon the written consent of the Landlord, which consent shall not be unreasonably withheld. As per section 3 of Attachment A, the said premises shall be used only of conducting a Liquor and Grocery Store business. In the event of an Assignment, the rent may increase pursuand to paragraph 50 of the Lease (see Attachment A).

may be entitled.

Page 4

8. Attorney's Fees. In the event that any legal action is brought to enforce or interpret any part of the Lease, as amended, the prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action, in addition to any other relief to which that party

- 9. Buyers, Jessica Luo and Jason Luo, hereby personally guarantee to perform all terms and conditions of the attached Lease and its amendment.
- 10. The amount of the lease deposit for the attached Lease is Nineteen thousand eight hundred dollars (\$19,800.00) paid to Lessor Prabhaten rates at the close of escrow, said amount to be returned to Jessica Luo and Jason Luo if Lease is assigned or transferred or at the end of it's term.

The parties have executed this Amendment as of the date first written above.

By: Na pand Jung Enterprise, TAX.

Ng and Luo Enterprise, Inc. 1- fan 7-31-06

Secretary

Landlord:

By: Prabhaben Patel, for Shambu, Inc.

Assignox:

By:

EXHIBIT A

TO ASSIGNMENT AND AMENDMENT OF LEASE (Copy of original Lease)

ASSIGNMENT AND AMENDMENT OF LEASE

(tha "Amdendment") 1s made
This Assignment and Amendment of Lease (the "Amdendment") is made "This Assignment and Amendment of Lease (the "Effective Date")
as ofas ofas of Jason was a day ofas of
by and among Ng and Luo Enderprise, despice. ("GEI"), (collectively "Assignee") and Gagan Enterprises Inc. ("GEI"), (collectively "Assignee") and Ms. Prabhaben
(collectively "Assignee") and describer (collectively "Assignor") and Ms. Prabhaten).
Mr. Gulam Faronk Gagan (Current)
Patel ("Landlord").

- A WHEREAS, Assignor has entered into that certain Lease for the premises located at 3055 16th Street, San Francisco, CA 94103 dated January 1, 1996 with Landlord (the "Lease"). The Lease is attached hereto as Exhibit A and incorporated herein by reference.
- B. WHEREAS, Assignee has agreed to assume the liabilities and obligations of Assignor arising after the date hereof under the Lease subject to the terms and conditions set forth in this Amendment.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

i. Assignment and Assumption. Assignor hereby assigns and transfers to Assignee all right, and interest of Assignor in, and all obligations and liabilities of Assignor under, the Lease as amended by this Amendment. Assignee hereby assumes the liabilities and obligations of Assignor arising, after the date hereof, under the Lease as amended by this Amendment. In the event of a default by Assignee under the Lease or Amentment, including the payment of rent or other monies due, Assignor shall immediately upon the receipt of notice specifying the default, cure such default.

- 2. Option to renew: Providing Assignee is in possession of the premises and has not been in default of the Lease. Assignee shall have the option to renew the Lease for a term of six (6) years (the "Option"). The option must be exercised on or before One Hundred Eighty (180) days prior to the expiration of the Term set forth in paragraph 1 of the Lease. Assignee may exercise the Option by providing written notice to the Landlort by certified or registered letter.
 - 3. Rent: If Assignee exercises its option to renew the Lease, then Assignee agrees to pay Landlord the following monthly rents during the Option period:

to December 31, 2006, the monthly rent shall be \$4,500.00

For January 1, 2007 to December 31, 2007, the monthly rent shall be \$4,500.00

For January 1, 2008 to December 31, 2008, the monthly rent shall be \$4,800.00

For January 1, 2010 to December 31, 2010, the monthly rent shall be \$5,100.00

For January 1, 2011 to December 31, 2011, the monthly rent shall be \$5,600.00

For January 1, 2012 to December 31, 2012, the monthly rent shall be \$5,800.00

For January 1, 2013 to December 31, 2013, the monthly rent shall be \$6,000.00

For January 1, 2014 to December 31, 2014, the monthly rent shall be \$6,000.00

For January 1, 2015 to December 31, 2014, the monthly rent shall be \$6,000.00

For January 1, 2016 to December 31, 2015, the monthly rent shall be \$6,400.00

Monthly rent is due and payable to the Landlord on the first day of the month. If rent is not paid on or before the fifth (5th) day of a given month, five percent (5%) of such unpaid rent shall be due and payable to the Landlord in addition to the rent. If rent is not paid on or before the fifteenth (15th) day of a given month, then Assignee shall be in default of the Lease.

- 4. Assignor's Covenants. Assignor covenants that the copy of the Lease attached hereto as Exhibit A is a true and accurate copy of the Lease as currently in effect and fully describes all of the Liabilities and obligations of Assignor with respect to the Lease.
- 5. Landlord's Consent. Landlord hereby consents to the terms of this Amendment and agrees that the Lease attached hereto as Exhibit A fully describes all of the liabilities and obligations of Assignor with respect to the Lease. Landlord acknowledges and agrees that Assignee's sole reaponsibility with respect to the Lease is to fulfill the liabilities and obligations imposed on Assignor under the terms of the Lease after the data hereof. Landlord hereby acknowledges that the Rent set forth in the Lease includes all necessary payments by Assignee for insurance and taxes. Landlord further acknowledges that there is no existing default under the Lease and Assignor has paid all Rent and other payments due to the Landlord as of the date hereof.
- 6. <u>Clarification of Additional Rent</u>. The parties hereby acknowledge that Paragraph 2 of the Lease provides that Assignee shall be responsible for Additional Rent. Although the Additional Rent includes payments for taxes or insurance, for purposes of this Lease, as amended, taxes and insurance are \$0.00.
- 7. Assignment. Assignee may assign or otherwise transfer his rights and obligations under the Lease, as amended, upon the written consent of the Landlord, which consent shall not be unreasonably withheld. As per section 3 of Attachment A, the said premises shall be used only of conducting a Liquor and Grocery Store business. In the event of an Assignment, the rent may increase pursuand to paragraph 50 of the Lease (see Attachment A).

, ,

- 8. Attorney's Fees. In the event that any legal action is brought to enforce or interpret any part of the Lease, as amended, the prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action, in addition to any other relief to which that party may be entitled.
- 9. Buyers, Jessica Luo and Jason Luo, hereby personally guarantee to perform all terms and conditions of the attached Lease and its amendment.
- 10. The amount of the lease deposit for the attached Lease is Nineteen thousand eight hundred dollars (\$19,800.00) paid to Lessor Prachaben Facel at the close of escrow, said amount to be returned to Jessica Ino and Jason Luo if Lease is assigned or transferred or at the end of it's term.

The parties have executed this Amendment as of the date first written above.

By: Ng and Jus Enterprise, TNC.

Ng and Luo Enterprise, Inc.

Its: 7-3(-06)

President

Jessica Luo

As an Individual

Its: MAN Min 77/06
Secretary

Jason Ino 7-31-06
Jason Ino 7-31-06

Landlord:

By: Nathele Pot V Prabhaben Patel, for Shambu, Inc.

Promosti inter 1 You diminut when

Assignor:

F. Gagan Enterprise Inc.

By Canyon St

Galam Farook Gagan, President

EXHIBIT A

TO ASSIGNMENT AND AMENDMENT OF LEASE (Copy of original Lease)



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day of January

1996 obereien

Prabhaben Patel

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ABDO HOHAMAD and ABDULLA MOHAMAD

hereinafter entteil "LESSEE".

(The word"Lessor" and the word "Lessoc" incomed persists bull include the planthus well as the singular, and shall include, apply to and hind and benefit the helic, executors, administrators, successors and assigns of Lessor and Lessoc. If there are more than one Lessor or Lessoc, the obligations becomind in pant Lessor or Lessoc about be joint and several.

Militars of the Open the terms, coverages and conditions set forth layers. Less A bereby leases to Lesser, and Lesser hier from Lesser, the Inflowing penalises.

State of California OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO . State of California 3055 Sixteenth Street including basement to such premises

It is further insteadly agreed between the Legan and Lesson as follows:

TERM: The seaso of this Lease shall be for TEN (10)

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namey of the United States of America. On January 1,1996, in advance the sum of \$2400.00 [
until January 1, 1997, at which time the monthly rent will be \$2500.00, in advance, until January 1, 1998, at which time wonthly rent will be \$2700.00, in advance, until January 1, 1999, at which time monthly rent will be \$2700.00, in advance, until January 1, 2000, at which time monthly rent will be \$2900.00 in advance until January 1, 2001, at which time monthly rent will be \$3100.00 in advance until January 1, 2001, at which time monthly rent will be \$3500.00 in advance until January 1, 2002, at which time monthly rent will be \$3500.00 in advance until January 1, 2003, at which time monthly rent will be \$3500.00 in advance until January 1, 2003, at which time monthly rent will be \$3500.00 in advance until January 1, 2005, at which time monthly rent will be \$3800.00 payable in advance until the whole said total rental of \$379,800.00 hasheen pa

or depend and without deduction or offset. Soil rent shall be paid a such place as a susy be designated in writing from time to time by Lesson, the first of sally payments to be made opins exceeding of this Lesse. Rent for any period during the term is been which is for less training months and the paid to be paid by Lesson the first of sally payments to be made opins exceeding to be paid to be paid by Lesson. Lesses shall pay to salitions remain all results, chapper and solar same of money required to be paid by Lesson under that the same under that or incomes monthly could being referred to in this Lesse as "Additional Regard", whether or not the same may be designated "Additional Regard". If such accounts are not paid as the finer provided in this Lesse, they shall occurred to endeathly together with any interest or base charge provided to burie in a finer provided within the restinguishment manifely remail thereafter following the, but making herein contained shall by decreat to analyzing or delay the payment of any

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SECURITY DEPOSIT: Upon execution of this Leure, Leaves has deposited with Lossorthe

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receipt of which is hereby acknowledged by Lessor. Sald sum shall be held by Lessor as security for the faultful performance of Lessee of all the terms, covenants and conditions of this Lease by said Lessee to be kept and performed during the learn between the least performed during the term of this Lease any of the rent between reserved, or any other sum payable by Lessee to Lessee performed. shall be overdue and enpoid, then Lessormay, at the option of Lessor, (but Lessor shall not be required to unproposite industry period of this Security Deposit to the payment of any such overdue read or other sum. In the event of the failing of peasers to keep and performed by Lessor, then payment of this Lessor is be kept and performed by Lessor, then the payment of this Lessor is be kept and performed by Lessor, then the payment of this Lessor is be kept and performed by Lessor, then the payment of this lessor is the payment. of Lessor, the Lessor may, after terminating this Lesso, appropriate and apply the entire Security Disposit, or so must like for us a may be accessary, to compensate Lessor for all less or damage sustained or suffered by Lessor, during such breaching the period ilo ned åd Lessee. Should the entire Security Deposit, or any portion thereof, be uppropriated and applied by Lesser for till Jayment of oversize rent or other sums due and payable to Lessor by Lesses harounder, the Lesses shall, upon the written detacked of Lessor, for the life termit to Lesson's sufficient Amount in cash to restore said Security Deposit to the original sum, and Lessee's failure to do so within five (5) days after receipt of such demand shall constitute a breach of this Lense, Should Lessed Comply with all of do so within five (5) days at leavest plot meth demand a must constitute a steam of this Leave, a notice consigning way a void a said terms, coverants and conditions and promptly pay all of the result herein provide ross is falls due, and all a their said specific plant be returned in full to Lesser as the end of the term of this Leave or upon the cartier termination of this Leave under the provisions of Paragraph 18 factors. Lesses acknowledges that this Society Deposit 2 is not prepaid end at that i not be applied by Lesses to the payment of any tent due Lesses herein. No interest shall be plaid on a third Society Deposit by Lessor is Lesses, to the event that Lesses manufers said Society Deposit of Lesses at the latest of the payment of any tent due Lesses the latest and lesses at the latest and lesses. In the event that Lesses manufers said Society Deposit of Lesses at the latest and latest and lesses. Lessor about be discharged from any further liability with respect to such Security Deposis,

NOTICES: Whenever it is required that any notice be given herein, the same shall be sufficiently served by depositing the same in the United States Mail, Certified and Return Receipt Requested, postage frequent, and addiciously disandresses set forth below:

To Lessorm: 2 West Clay Park, SF; CA, 94121

To Lessee un: 3055-16th-Street, SF, CA 94103

or to such other addresses as a party may designate by written notice to the other party in the manher herein pro-

- 45. Leasee to take fire insurance in the amount of the the Store.
- Lessor to be named as additional Insured. Lessee knows there is a flotel upstairs and due to the age of the building, there may be some leaks of water; If any damages to goods, only the wholesale cost of merchandise to
- be paid. No illegal activities should be allowed on the premises.
- If Lease is assigned assecurity deposit shall be taken by Leosor- a winimum of last three months rent of the remaining Leaco.
- Rents way increase if Lease is transferred or assigned to someone alse.

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Prabhaben Patel	Abdo Mohamad		
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THIS LEASE HAS BEEN PREPARED FOR SUBMISSION REPRESENTATION OR RECOMMENDATION IS MADI AGENTS OR PMPI, OVERS ASTO THE LOCAL SUBMICH	e by blatteis realty company.	INC OR ITS	



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January

Prabhaben Patel

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Milites or the Lymn the terms, enverants and conditions set tind become less of beorly leave in Levez, and Levez bites from Lessor, the following premises,

. Stant of California: situated in the City OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO 3055 Sixteenth Street including basement to such premises

It is further imposity agreed between the Lessur and (asset as follows:

TERM: The man of this Leave shall be for TEN (10)

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-19 96 and ruding December 31, 2005

REPORTS. Lessee agrees in pay to Lessor as minimum monthly near for the premises the following in lawlet namey of the United States of America: On January 1,1996, in advance the sum of \$2400.00; until January 1, 1997, at which time the monthly rent will be \$2500.00, in advance, until January 1, 1998, at which time monthly rent will be \$2700.00; of in advance until January 1, 1999, at which time monthly rent will be \$2900.00 in advance until January 1, 2000, at which time monthly rent will be \$3100.00 in advance until January 1, 2001, at which time monthly rent will be \$3500.00 in advance until January 1, 2002, at which time monthly rent will be \$3500.00 in advance until January 1, 2003, at which time monthly rent will be \$3500.00 in advance until January 1, 2004, at which time monthly rent will be \$3800.00 in advance until January 1, 2005, at which time monthly rent will be \$3800.00 payable in advance until the whole said total rental of \$379,800.00 hasbeen processed in advance until the whole said total rental of \$379,800.00 hasbeen processed in advance until the whole said total rental of \$379,800.00 hasbeen processed in advance until the whole said total rental of \$379,800.00 hasbeen processed in advance until the whole said total rental of \$379,800.00 hasbeen processed in advance until the whole said total rental of \$379,800.00 hasbeen processed in a said total rental of \$379,800.00 hasbeen processed in the said total rental of \$379,800.00 hasbeen processed in the said total rental of \$379,800.00 hasbeen processed in the said total rental of \$379,800.00 hasbeen processed in the said total rental of \$379,800.00 hasbeen processed in the said total rental of \$379,800.00 hasbeen processed in the said total rental of \$379,800.00 hasbeen processed in the said total rental of \$379,800.00 hasbeen processed in the said total rental of \$379,800.00 hasbeen processed in the said total rental of \$379,800.00 hasbeen processed in the said total rental of \$379,800.00 hasbeen processed in the said total rental of \$379,800.00 hasbeen processed in the said total rental of \$379,800.00 hasbeen processed in the said total rental of namey of the United States of America: On January 1,1996, in advance the sum of \$2400.00

or demand and without decide from or offset. Sold rent shalf be paid at much place or places as may be designated in ording from tions to time by Lecour, the first of said payments to be made upon execution of this Lense. Rent for any period during the term become which is fee less than any committed all become entappertuned the monthly local linear. Locace about pay as whithout remail. the particle of the second principal of the particle of the pa wher that minimum monthly could being referred to in this Lease as "Additional Region"), whether in not the same may be designated "Additioned Rentist". If such amounts are not paid at the finite provided in this Lease, they shall resembles the collectible, together with any innerest or targethrage provided for herein, as Additional Renait with the next installment infinity on manifely rental thereafter fullnosing due, but making herein contained shall be decrued to suspend or delay the payment of any

- 6. WAIVER OF SUBROGATION: Lessorend Lessec hereby waive any right that each may have against the other on account of any loss or damage origing in any manner which is covered by policies of insurance for five and extended coverage, theft, public liability, worker's compensation or other insurance alow or horeafter existing during the term of this Lesse covering the property of which the demixed premises are n portion or the demixed premises or any portion thereof or operations therein, and the parties shall each fisus likely respective insurance companies waive any rights of subrogation where possible that such companies may have against Lessor or Lesses, as the case may be. Each party shall obtain any special endorsements, if required by either party's insurance to evidence compliance with the waiver of any rights of subrogation. Lessor and Lessee shall each indemnify the other against any loss or expense, including reasonable optionery select, resulting from the failure to obtain such a waiver when the same is reasonably available.
- 7. POSSESSION: Lessengrees that in the event of the failure or inability of Lessor to defiver possession of said premises at the time herein agreed that Lessor shall not be liable for any duranges of any kind caused thereby nor shall this Leave be void, nor shall the expiration date hereof be changed, but in such event there shall be a proportionate reduction of rent covering the period between the commencement of the said term and the time when Lessor and diverpossession. If Lessor has not tendered possession of the premises to Lessoe within ninety (90) days after the commencement date. Lessoe may terminate this Lease at any time after said ninety (90) day period by giving ten (10) days advance written notice to Lessor. In the event Lessor has not defivered possession of the premises within six (5) months after the commencement date as a result of course beyond Lessor's control. Lessor may terminate this Lease by giving Lessee ten (10) days advance written notice. If either party terminates this Lease in accordance with this Paragraph, all money paid by Lessee to Lessor shall be refunded and both parties shall be released from all obligations under this Lesse.
- 8. INDEMNIFICATION OF LESSOR: Lessee agrees to indemnify and hold Lessur humbers from and against any and all claims, actions, damages, liability and expense, including but not limited to reasonable attempts' if ees, in connection with loss of life, personal injury, and/or domage to property arising from or out of any occurrencein, upon or at the leased proubles; or any part thereof, or occasioned wholly or in part by any act or omission of Lessee, its agents, connectors, employees, servants, customers, invitees, tenants, or subtenants. Lessee shall not be liable for any duringe to property of Lessee or of others by theft or otherwise. Lessor shall not be liable for any injury or damage to personal or property modifies from life, carthquake, flood, explosions, falling pluster, realm or anow, or lease from any part of the leased premises of transition popular, and of the leased premises or prior, appliances or plumbing works or by any other cause of whatever nature. Lessor shall not be liable for any such damage caused by any other tenants or persons in the leased premises or the ballding of which the demised premises are a popular, occupants of adjacent property, or the public, or caused by appraishors in construction of any private, public or quast-public work. Notwithstanding the above, this Paragraph shall not apply where such damage, loss of injury is caused by the willful not or grass negligence of Lessor. The provisions of this Paragraph shall survive the explication or early termination of this Lesse, except that any lightity of Lesser shall be limited as set forth in Paragraph 31 hereof.
- 9. BURGLARY, THEFT, ROBBERY, VANDALISM. FORCED ENTRY, RIOT: Lesses shall not hold Lesser responsible for any loss or daringe to Lessee's property, fixtures, more handles, lensehold improvements, or to the denisted premises, or to property. fixtures, or merchandles belonging to Lessee's agents, surrants, controlled, employees. licensors, invitees or ensumers caused by burglary, buff, robbery, vandalism, forced entry or riot, and Lessee shall promptly repair any damage or loss on or about the premises caused by burglary, theft, robbery, vandalism, forced entry or riot at Lessee's sole cost and expense in accordance with Paragraph 13 of this Leuse.
- 10. S1(185: Lessor reserves the exclusive right to the roof and exterior walk of sold premises; and no signs or notices shall be inscribed, painted at affixed by Lessee on or to the outside of the horizindentised premises without the prior written consent of Lessor. All permitted signs, if any, shall satisfy all governmental code requirements. Upon the expiration of this Lessor are entire termination thereof, Lessoe shall at Lessor's option, restore all Lessee's signs and repair any damage caused by the erection or removal of said signs.
- CONCESSIONS: Lessor agrees and to give, grant or otherwise permit a taxicalistant, video grant machine, newspaper stand, public telephone, or any otherwised coloression in producent to said premises, without the prior written consent of Lessor.
- 12. LIENS: Lesses shall promptly my or cause 10 he paid all costs of work done by Lesses or caused in be done by Lesses on the leased premises and shall keep the leased premises from not clear of all mechanic a and other liens. Lesses shall indemnify and hold Lessor and the leased premises in microstructure interest. cost, attornoy is feet and other expenses on account of claims of such tiens. If Lesses shall dealer to contest any cluttu of lien. Lesses shall that furnish Lessor a cath security in the amount of the claim. Plus estimated costs and diversal on a bond from a responsible corporate surely in such amount conditioned on the discharge of the lien. If a limit judgment establishing the validity or existence of a lien for any amount is entered. Lesses shall pay and satisfy the same net later than 30 days whereourly of judgment. If Lesses shall be in default in paying any charge for which a mechanic is then claim and suit to force less the lien have been filed and shall not have given Lessor security to protect the property and the Lessor against such claim of lien, Lessor may pay said claim and any costs. The annount so paid, Lessor.

 Lessor.

- CONDITION OF PREMISES, REPAIRS AND LAW OBSERVANCE: By entry hereunder, Lessee acknowledges to have received the demised premises in its "AS IS" condition. No attentions shall be made on any part of said demined premises without the written consent of Lessor first had and obtained, except as muy be hereinafter provided. Lessoe shall give Lessor written notice not less than five (5) working days prior to any work or improvements to be performed by Lessee to the dominad premiums thereby permitting Luster to record and post Notices of Non-Responsibility. All applicable permits. authorizations and governmental approvate shall be obtained before commencement of the alterations, and the attentions shall be completed with due all igence in compliance with the plans and specifications approved by Lessor, Lessor shall not be required to do any construction what soever (wave as required by Paragraph 18 hereof) after delivery of possession and shall not be required to install, maintain or repair any fixities, plumbing or furnishings required by Lewize in the use of said premises and in connection with the business or occupations transacted therein, all of which shall be furnished solely by Lessee. Lessee agrees to conform to and comply with all laws, ordinances, rules and regulations of Federal, State, County and Municipal authority in the use and occupation and regain of the denised premises and to keep and maintain (except as hereination provided) the demised premises and appartenances and every part thereof including glazing, interior surface of exterior walls, doors and appartenances to doors. and showcases in good and entitory order, condition and repair at Lessee's sole cost and expense claring the entite form of this Lease. Leasor shall, during the term of this Lease, at Lessor's sole cost and expense, malmain in good condition and repair the roof (including any skylights) of said premises, the exterior waits (other than glazing and doors, door jamits, shor frames, locks, bolts, door hardware, door closers, or apputienances), foundations, subspaces planning and reb-subtree decearat persons with the wells of the block of the state of side walks surrounding said premises except for any damnge caused by the wrongful act of Lessee or its agents and except for loss or demage, the repair of which is Lessee's responsibility under Paragraph 8 and this Paragraph 13 of this Leave. Lesser shall not however, be obligated to point such exterior, nor shall Lessor be required to maintain the interior surface, windows, doors or glass. nor any electrical, plumbing, or other systems installed by Leoner. Lossor shall have no obligation to make repairs ander this Paragraph until a reasonable time after receipt of written notice of the need for such repairs. Lessee expressly waives the benefits of any statute now or hereufter in effect which would otherwise affect Leases the right to make reputs at Leaser's expense or to terminate this Lease because of Lessor's follore to keep the premises in good order, condition and repair.
- 14. CHARGES FOR PUBLIC UTILITIES AND SERVICES: Lessee hereby agrees to any for all heat, alreaditioning, water, sewer service charge, light, gas, power, telephone, contodial services, pest control, trash and garbage collection and other services, applied to add demised premises, ingether with any taxes thereon, during the term of this Lesse, if any such services are not separately metered to Lessee, Lessee shall pay within five (3) days, after written demand is received from Lessor, a pessonable proportion to be determined by Lessor of all charges jointly metered with other premises. Lessor shall not be liable in damages or otherwise for any fallum or interruption of any service being formished the demised promotes.
- HAZARDOUS MATERIALS: Lessee shall not bring upon or generate to sie or hazardous substances within the tlemised premises, and should Lessee so unt, then Lessee shall at its role cast and expense, comply with all Federal, State to local laws from time to time in effect ("Hazardous Moterials Laws") concerning the management, use, generation, storage, Banaportation, presence, discharge or diaporal of Bazardow, tools, additionly of corelacyenic materials, substances or waste ("Huzardous Materials"). Lessentiali cause any and all hazonicus materials brought onto or used. generated, stoted or discharged in the demised premises to be removed from the premises and transported for disposal in accordance with applicable Hexardous Muterials Laws. Lessor shall have the right to enter the demised premises from time to time to conduct tests, inspections and surveys concerning Hazardnex Materials and unnominer Lessee's compliance with its obligations concerning Hazardous Muterials and Hazordous Materials Laws. Lesseeshall immediately notify Lessor in writing of my clean-up or removal action instituted or proposed by Leasee, any enforcement, clean-up, removal prather governmental or regulatory action inclinted or threatened. or any claim made or threatened by any person against Lessee, the demised premises, or the building relating to Hazatchus Materials or Hazardous Materials Laws. Lesser shall also supply to Lesser as promptly as possible, and in any event within five (5) business days after Lessec receives or sands same, copies of all chains, reports, complaints, makens, warnings or asserted violations relating in any way to the demised premises or Lessee's use thereof and concerning Mazardous Materials or Hazardous Materials lows. Lessee shall not regarinte or enter into any scalement agreement, consent there complete comprantise in respect to Hazardous Materials or Hazardous Materials Laws affecting the demixed premises except after giving Lessor prior written notice and a full and fair opportunity in appear, intervene or otherwise assett and prince: Lusant's rights and interests.

Leasee shall lederinify, defend and hold Ceasor hamiless from any claims, causes of action, liabilities, coast or expenses (including nil automey's fees and costs) urising from or in connection with personal injury or death or properly durings or clean up costs caused or alleged to have free coursed by the presence of Hazardovs Macrials from the norm of generated by Lease within the demised premises including, without initiation, any personal injury, death or properly damage caused or alleged to have near caused by the release of Hazardovs Materials or other toxic substances into the alms a result of such contamination, whether such claims, causes of action or liabilities are lifet asserted during the term bereef or thereafter, and including without limitation claims made against the Leasor with respect to presental injury, death or property damage standard by third parties caused or alleged to have been caused by the presence of Hazardous Materials or other toxic substances.

16. INCREASED DANGIER OF BAZARD: Cossee shall not permit or audier any public or private automose upon said premises. No uso shall be made or permitted to be made of the demised premises may be a part, and if Lossee's use of the premises may be a part, and if Lossee's use of the premises charge an increase in the cost of insurance premiums. Lossee shall pay the entirely of any such increase.

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- 17. RIGHT OF LESSOR-TO PERFORM: All covanants and agreements to be performed by Lessee under any of the terms of this Lease shall be performed by Lessee at Lessee's sole cost and expense and without any abatement of rent. If Lessee fails to pay any sum of money, other than rent, required to be paid by it hereunder or shall fail to perform any other set on Lessee's part to be performed hereunder, and such failure shall continue for ten (10) days after notice by Lessor, the Lesser may, without waiving of releasing Lessee from any obligations of Lease, make any such act or perform any such act on Lesser's part to be enade of performed as provided in this Lease, but Lessor shall not be obligated to take any such action. All suits appaid by Lesser and all necessary incidental costs together with interest thereon at the marinum rare permitted by less from any other right of rented to Lesser of demand, and Lessee covenants to pay any such suns, and Lesser shall have, in addition to any other right or rentedy of Lessor, the same rights and remedies in the event of the non-payment interect by Lessee as in the case of default by Lessee in the payment of the rent.
- DESTRUCTION OF PREMISES: (a) In the event of a partial destruction of said premises prior to the commencement of or during the said term hereof by any coute covered by the typical standard form fire, extended coverage, and malicious mischief insurance, Lescor shall, to the extent auch incurance proceeds are made available to Lescor, forthwith repair the same, provided such repairs can be made within 120 days after the destruction under the lawannd regulations of Federal, State. County or Municipal authorities. Such partial destruction shall in no way outul or void this Lease, except that Lesses shall be entitled to a proportionale reduction of rent white such repairs are being made, provided that such damage is not the result, in whole of in part, of the negligence or willful misconduct of Losses or Lesses's agents, contractors, employees, Invitees, or licensees, Such proportionate reduction shall be based upon the extent to which the making of such repulsi interferes with the business carried on by Lassee in the said premises. If such repairs cannot be made within 120 days after the destruction, Lassor may, at its option, makessma within a ressonable period of time, this Lease continuing in full forcound offer and the reacto be proportionately abated as provided in this Paragraph. In the event that Lessor does not so elect to make the repairs which cannot be made in 120 days after the destruction, or such repairs cannot be made under such laws and regulations, this Lease may be terminated at the option of either party giving written notice to the other within thirty (30) days after the occurrence of such damage. In the event that the building in which the demixed promises are simpled may be destroyed to the extent of more than 33 1/3% of the replacement cost thereof, Lessor may elect to terminate this Lease, whether the demired premises by injured or noc. A total destruction of the building, excluding Soundations, in which the said premises are situated shall terminate this Lease. If the premises are partially destroyed or damaged during the last twelve months of the term of this Lease, Lessar or Lessee may, at either party's option, with no liability to the other party, cancel and terminale this Lease as of the date of occurrence of such damage by giving written notice: to the other pany of Lessee's or Lessor's election to do so within thirty (30) days after the date of occurrence of such damage. If the premises are to be repaired by Lessor under this Paragraph, such repairs shall not include, and Lessor shall not be required to repair, any damage by fire or other cause to the property of Lesses or any regains or replacements of any proveling, decorations, railings. floor coverings, or any alterations, additions, fixtures or improvements installed on the premiers by or at the expense of Lesses; Lesses shall repair and replace those items at its own cost and expense if Lessor repairs the damage to the building under this Paragraph. In the event this Lease is terminated under the provisions of this Paragraph, the portion of any rentals paid in advance by Lessee to Lesser covering the period following such termination giall be repried by Lesser to Lessee. Lessee waives any right to terminate this Leasa as a result of any statutory provisions now or hereafter in offert pertaining to the damage or destruction of demised premises of the building of which demised premises are a portion except as expressly provided herein.

(b) ARBITRATION OF DISPUTES: In the event of any dispute between Lesson and Lesson and the provisions of this Paragraph 18, they, shall each selection arbitrator, the two arbitrators so selected shall be feet a third arbitrator and the three arbitrators so selected shall be arranged by the controverty, and their responsy decision three on shall be final and binding upon both Lesson and Lessee. In the event Lesson's and Lessee's arbitrators cannot agree to a third arbitrator, the President fine Board of Realities or the President Superior Court of the city in which the demised premises are located shall be asked to designate said third arbitrator. Lesson and Lessee shall use their best efforts to bring the dispute to, an expeditious conclusion and shall each bear the cost of their respective orbitrators, and they shall equally bear the cost of the third arbitrator.

(c) NOTICE: BY INITIALLING IN THE SPACE BELOW YOU ARE A GREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORMA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALLING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE ARBITRATION OF DISPUTES PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THUS ARBITRATION PROVISION IS VOLUNTARY. WE HAVE READ AND UNDERSTAND THE FOREGOING AND ACREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE ARBITRATION OF DISPUTES PROVISION TO NEUTRAL ARBITRATION.

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Lessóris	INITIALS		 LESSEE'S INITIALS	
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- 19. ASSIGNMENT AND SUBLETTING: Lesses shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, hypothecate or otherwise transfer or encumber all or vary purt of Lesses's interest in this Lesse without Lesson's prior written consent. Lesson shall not uncerasonably withhold consent to the subbitting of tlantack premises or the parignment of this Lesse in the event the proposed subtesses or assignment reasonable credit, businessiqualification and reputation requirements and the occupancy resulting from such subtetting or assignment is consistent with the general character of the business as described in Paragraph 3 of this Lesse. Any of the foregoing acts without Lesson's prior written consent shall be void and shall, at the options of Lesson terminate this Lesse. Any transfer or charge in ownership of this (50%) percent or robes of the stack or interest in Lessee shall release Lessee of Lessee is obligation to pay the root and to perform all the obligations to be performed by Lessee heretunder for the term of this Lesse or any extension thereof. The acceptance of reat by Lesson from any other party shall not be deemed to be a waiver by Lesson of any provisions bettenf. A consent to one assignment or subletting shall not be deemed to be a waiver by Lesson of any provisions bettenf. A consent to one assignment or subletting shall not be deemed to be a waiver by Lesson of any provisions bettenf. A consent to one assignment or subletting shall not be deemed to be a waiver by Lesson for any provisions bettenf. A consent to one assignment or subletting shall not be deemed to be a waiver by Lesson for any expenses incurred by Lesson inconnection with the assignment or subletting of this Lesson, such as that the indirect Lesson for any expenses incurred by Lesson's another.
- 20. EMINENT DOMAIN: If the whole or any part of the premises shall be taken or condensated by any competent substricts for any public or quasi-public use, then this Lesse and all rights and furbilities of the parties thereafter according shall cease after the date when such possession shall be required or tille to be vectod, without apportions to Lessee of the award or other compensation. If any, by reason of such requisition, taking or condensation; but nothing berein contained shall deprive Lesses of the right, if any, to receive from the requisitioning or condensating authority award for compensation or toss of or damage to any of Lessee is ungliste property or business, provided the same is not in dimination of the award or compensation populate to Lesser; and Lessee shall make payment of all rout and other charges accord and pro-rated to the date of such requisition, taking encondensation. In the event this Lesse is terminated under the provisions of this Paragraph, the pro-rate portion of any rentals paid in advance by Lessee to Lesser covering the period following such termination shall be described a taking under the power of eminent dopain.
- 21. ENTRY BY LESSON: Lesses shall permit Lesson or the agents of Lesson, to enter into and upon sold promises at all reasonable three for the purpose of inspecting the same or for the purpose of manufaling the tuitleling in which the same promises are alterted, or for the purpose of insting repairs, alterations or addition to any other perfora of soil duribling, including the execution and maintenance of scatfolding as may be required (without the same constituting an eviction of Lesson in whole or in part), providing that all such work shall be performed as promptly and with as little interference to Lesson reasonably possible, or for the purpose of posting ordines of non-expensibility for alterations, additions or require, or for the purpose of plucing upon the property in which the sail prevalues are located by usual or ordinary "for safe" signs without any rebute of rent to Lesson for any base of occupancy or quiet enjoyment of the premises thereby occasioned. Lesson, or the agents of Lesson, shall have the right during the test thing (30) days of the term to enter upon enicl premises, and mail in upon any suitable part thereof a notice for re-betting the same, and Lesson with not tempor said notice.
- 23. INABILITY TO PERFORM: This Lease and the obligations of the Lease under this Lease shall not be affected or impulsed because Lessor is unable to fulfill any of his obligations have under or is delayed in doing so. If such inability or delay is caused by reason of strike, labor troubles, acts of G'd, or any other cause beyond the reasonable control of the Lessor.
- 2). LATE CHARGES: IT IS AGREED BETWEEN THE PARTIES HERETO THAT LATE PAYMENT BY LESSEE OF RENT, ADDITIONAL RENT, OR OTHER SUM DUE HEREUNDER WILL CAUSE LESSOR TO INCUR COSTS NOT CONTEMPLATED BY THIS LEASE, SUCH COSTS TO INCLUDE, WITHOUT LIMITATION, PROCESSING AND ACCOUNTING CHARGES, LOSSOF USE OF FUNDS, AND UNDOE ESSEN AD VANCEMENTS BY LESSOR FOR MORTGAGES AND OTHER FINANCING COSTS. IN THE EVENT OF ANY SUCH DEFAULT BY LESSEE OF IT WOULD BE IMPRACTICABLE OF EXTREMELY DIFFICULT TO DETERMINE AND FIX THE ACTUAL DAMAGES SUFFERED BY LESSOR, AND (II) THE CHARGES HEREINBELOW SET FORTH ARE, AS OF THE DATE HEREOF, A FAIR AND REASONABLE ESTIMATE OF LESSOR'S DAMAGES. SHOULD LESSOR NOT RECEIVE ANY PAYMENT WHEN DUE, LESSEE AGREES TO PAY LISSOR FORTHWITH A LATE CHARGE FOR EACH SUCH LATE PAYMENT IN AN AMOUNT EQUAL, TO TEN 10% PER CENT OF THE DELINQUENT SUM. ACCUPTANCE OF ANY LATE CHARGE SHALL NOT CONSTITUTE A WAIVER OF THE DEFAULT WITH RESPECT TO THE OVERDUE AMOUNT AND SHALL NOT PREVENT LESSOR FROM EXERCISING ANY OF ITS RIGHTS AND REMEDUES UNDER THIS LEASE, OR APPLICABLE LAW.

LESSOR'S INTUIALS.	_ Lessie's initials

Prabhabed Patel 668 Funston Avenue San Francisco, CA 94118

Пекке.

(STANDARD FORM)

Wife Mense, made this 10 t

day of April

.1503 . between

bereinaner called "LESSOR", and SAMBHU INC.

perchafer raised "LESSEE". Amit Motawala, & Sumilbhai K. Patel

(The word "Lessor" and the word "Lessee" as used herein shall include the plant as well as floratingular, and shall include apply to and bind and benefit the helis, executors, administrators, successors and easily as of Lesser and Lessee. If there are more than one Lesser or Lessee, the obligations hereunder imposed upon Lesser or Lessee shall be joint and several.)

Militensetty Upon the terms, covenants and conditions ser fund herein. Lessor hereby (cases to Lessee, and Lessechires from Lesson, the following premises,

situated in the City and County of San Francisco

State of California:

3061-16th-Street, Eula Hotel, 25 rooms, Upper two floors, including the entrance from the street; as rooming house

It is further munually agreed between the Lessor and Lessee as follows:

TERM: The term of this Leuse shall be for 10 (Ten)

years. _0-

months.

commenting May 1, 2003

.und anding April 30, 2013

2. RENT: Leases agrees to pay to Leaser as minimum monthly rent for the premises the following in lawful money of the United States of Anterior.

. /A?

Goodwill price of Lease is \$75000.00
Rent for the First and Last months shall be paid in advance, for May 1, 2003- \$4000.00 and Last month will be \$5000.00, which will be kept as Becurity Deposit. In Case of Default \$5000.00 will not be refundable. Interest will not be earned the deposit. Commencing May 1, 2003 thru April 30,2005 rent shall be \$4000.00 (Four thousand dollars) per month.

Commencing May 1, 2005 thru April 30, 2008 rent shall be \$4500.00 (Four thousand dollars) per month.

(Four thousand dollars) per month.

Commercing May 1, 2008 thru April 30, 2013 rent shall be \$5000.00/m entiCommercing May 1, 2008 thru April 30, 2013 rent shall be \$5000.00/m entiRent is payable in advance of the first day of each and overy mouth during the term of this Lease to Lossor without notice,
or demand and without deduction or offset. Suid rent shall be gid at such place or places as may be designated in writing from
time to time by Lease, the first of said payments to be made upon execution of this Lease. Rent for any period during the term
breef which is for less than one month shall be a promise portion of the monthly installment. Lease shall pay, as additional rental,
all rantal, charges and other sums of money required to be paid by Leases under this Lease (all such rentals, charges and suns
ther thas minimum monthly rental being referred to in this Lease, as "Additional Rental", whether or not the same may be
designated "Additional Rental". If such amounts are not paid at the time provided in this Lease, they shall reconficted the
collectible, together with any interest or inte charge provided for herein, as Additional Rental with the next installment of minimum
monthly rental thereafter following due, but nothing herein contained shall be deemed to suspend or debuy the payment of any
amount of money or charge at the time the same becomes due and payable hereunder, or limit any other remady of Leasor. Where
the day are the remains Additional Rental is not specified thron, the same shall be due and payable ten (10) days after Lussor's
invoice or demand is given.

(Five thousand dollars) per month .

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- 47. The Lessee accepts the building in " AS Is Condition".
- 48. Periodical inspection of the building will be done by the Lessor at any time. Also, Lessee agrees to keep the premise in good repair, painting and sanitary condition at all times during the Lesse. All future code work shall be performed by Lessee.
- 49. Lessee has to maintain and repair all skylights-glasses windows all the time. Any future taxes levied by the local or city Government will be paid by Lessee.
- Lease Deposit is kept for faithful performance of Lease condition at no interest.
- Lessee shall have insurance on personal property and Lessor shall be an additional insured on Lessee's insurance policy. Liability Insuance minimum abould be does million dollars of the business is from the City & County of San Francisco, ie Any welfare program then, the City shall also be an additional insured. Refer page:#2, item 5a
 - 52. Any water damage from the hotel to store or tenant downstair is the sole responsibility of the Lessee.
 - 53. The premises shall be in habitable condition at all times.
 - 54. Any repair to the exterior or foof or the building shall be done by Lessee.
 - 55. No illegal activities are allowed in the premises.
 - 56. bessee shall cooperate with local authorities and abide by rules and regulations fully.
 - 57. All Code Enforcement and/ox Code Violations are sole responsibility of Lessee.
 - 58. At the Termination of Lease, leason has the right to the purchase all furniture and fixtures pertaining to the business for \$1000.00 (one thousand dollars).
 - Lessee shall hold Lessor harmless from any claim arising due to the operation of the business.

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 USE OF PREMISES: Leased shall use said premises continuously and constantly during the term hereof for the purposes of conducting-secreto, the following and only the following transfera

HOTEL Rooming House

- TAXES: Lence agrees to pay to Lesson, in addition to the contain herein provided, Fifty percent of any and all taxes and assessments, impositions, levice and feet commonly known as real catate taxes and autersments imposed, levied or assessed by any governmental authority, upon or against the lund and improvements of which durnised premises are a portion, in excess of these levied upon said property for the final year 2003 taxes, if any, shall be paid to Lessor by Lesser not later than thiny (30) days ofter Lesser has made written demand therefor, Any lax increase for the lease years in which this Lease commences and terminates shall be pro-rated between Leasor and Leasee to the end that Leasee shall only pay such portion of such tax increase as is included within the term of this Lease. It is further provided Lessee shall not be liable for any tax increase resulting from improvements made by Lesser or other tensatis of utiler pans of the building other than the demised premises and provided further that Lessee shall pay one hundred (100%) percent of all tax increases caused or pecasioned by any improvements made by Lessee to the leased premises and one hundred (100%) percent of all tax assessments on the personal property of Lexice. Taxes and assessments referred to herein shall also include any and all special assessment district taxes, gross receipt traces, and taxes and suscendents of every kind and nature whatsoever levied or ussessed in fieu of or in addition to existing seed or personal properly taxes, such as any tax or excise on tents or any other tax, however described, levied against Lessor on account of the rent reserved becausiler or on the business of renting space on the property of which the demised premises are a portion. However, may franchise, estate, inheritance or succession taxes happened upon Lexaur shall not be included here.
- 5. LESSEE'S INSURANCE: Lesses shall purchase and maintain at Lesses's own expense the following types of minimum insurance which shall be in full force and effect during the term of this Lease and pay extension thereto in a responsible company authorized to do business in the state when the during the remises are altimated:
- (c) Bodily Injury, Personal Injury, and Property Domago insurance-with limits pat less than 5 2,000,000 combined single limit, covering the demised premites and sidewalks in front of some, which shall name Leaver as an additional insured (agreeing that this insurance is considered primary for the protection of Leaver), and to furthish a certificate for a full copy, if requested of such policy to Lessor. Said policy shall contain a provision requiring thirty (30) days written portice from the fasturance company to Lessor prior to reduction or cancellation, and each policy or certificate thereof shall be delivered to Lessor by Lessee upon communicament of the term of this Leave and upon only red insurance. No more frequently than each three (3) years, if, in the opinion of Lessor's lender or of the insurance broker retained by Lessor, the amount of Bodily injury. Personal Injury, and Property Damago liability insurance coverage at that time is not udequate. Lessee shall at Lessee's sole ensi, increase the Insurance coverage as required by either Lessor's lender of Lessor's transitice broker.
- (b) Full glass insurance for all glass in or on the premises, including coverage for apprading where required by governmental code.
 - (c) Worker's Compensation insurance as required by law.
- (d) Insurance covering Lessee's teachold improvements, attentions, additions, and improvements permitted herein, trade fixtures, equipment, morehandies, inventory and other personal property of Lessee from time to trade, or your, the premises in assument not less than ninety (9DX) percent of the full implacement cash thereof providing protection against any perit included within the classification. "Fire and Extended Covernge" together with insurance against applicative durance, vandablan and malicious mischel. Any processes shall be used for the report or representation that property duranged as festivated unless this Lesse. Is terminated pursuant to the provisions of Paragraph 18 of this Lesse.
- (c) Adaquate insurance to cover any last or thining caused by burging, vanishing, lorged only or rice to Lesson's property. Butters, merchandise, lesseland improvements, or to the demised premises, or to projectly. Fixtures, or merchandise belonging to Lessee's agents, servants, contraction, employees, licensons, invites or customers.

The failure of Leacean offect said insurance in the number herein collect for and in any the premiums therefor of to tell verter influence to Leaser shall permit Lessor to effect said insurance and pay the requisite premiums therefor, which premiums shall be repayable unto Leaser immediately upon notice to Leaser. The limits of said insurance shall not, however, timit the hability of Leaser's failure to provide said insurance or to provide a certificate thereof to Leasor, or to telmburse Lessor for the case, in effecting said insurance, shall be a material breach of this Lease.

24. DEFAULTS AND REMEDIES:

- A. Definition of Default. Without limitation thereto, each of the following events is deemed to be a default hereunder:
- (i) Lessec's interest, or any part of Lessec's interest, in this Lesse is assigned or transferred in whole or in part, voluntarily or by operation of law, except with Lesser's prior written consent.
- (2) A finding or judgment of insolvency of Lessee is made, or a reluntary or involuntary petition in bankrupicy is filed: Or a writ of execution of the business of Lessee or on the assets of Lessee incated on the lessed premises is levied, which is not discharged which five (5) days after the date of said (any ing. or a perition for conganization, or for an arrangement is filed by sengitive if areas or any number of Lessee if Lessee is a partnership or joint venture; or a receiver is appointed of the business or of the sasets of Lessee (except a receiver appointed at the instance of request of Lessee); or Lessee a general assignment or any assignment for the benefit of its creditors.
 - (3) Lessee abandons or vacates the lessed premises.
- (4) Lessee fails (a) to make any payment of rent or any other payment required to be made by Lessee herein, as and when due or (b) in keeping of any other term, coverant or condition of this Lesse, when such failure continues for ten (10) days after notice thereof by Lesson.
- (5) Within one calendar year, Lessec shall have been in default in the phymont of my sum due under this Lesses more than two times and, as a result theoreti. Lesses shall have served Lesses within said calendar year two or more three-day notices to quit or pay rent (which default shall be deemed a non-curable default).
 - (6) The commission by Lessee of waste and/or noisones.
 - (?) The failure of Lenger to perform in accombance with the provisions of Paragraph 15 bereaf.
- B. Lessor's Remedies: In the event of Lessor's defaults as defaults as defaults and thought 24 A housef. In whitian in all other rights and remedies which Lessor may have in equity or in law, Lessor shall have all of the following remedies:
- (1) Lessorshall have the right, without any further demand or ordice, to terminate this Lease, re-enter the leased premises and eject oil persons from the leased premises, using all necessary force to do so, without projudice to any other remedies that Leasor may have.
- (2) In the event of any meh termination, Lessonshall have till the rights and remedles of a lesson provided by law. The amount of damages which Lesson may recover includes: (a) the worth at the time of award of the unpaid rent or other charges which had been corned at the time of termination; (b) the worth at the time of award of the unpaid which the empaid rent or other charges which would have been carned after termination until the time of award of the unpaid the amount of loss of such tenta; and other charges that Lessee proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid runt and other charges for the balance of the term after the time of award exceeds the amount of the loss of such rental and other charges for such period that Lessee proves could be reasonably avoided; (d) any other amount necessary to compensure Lesson for all detringent proximately caused by Lessee's failure to perform Lessee's obligations under this Lesse, including, by way of filestration and not limitation, real enate commissions, or which in the ordinary course of events would be likely to result therefrom. The "worth at the time of award" as utilized in sub-parts in), (b), (c) and (d) hereinghove shall be computed by allowing interest at the rate which is the maximum permitted by law.
- (3) The Lessor has the remedy described in California Civil Code Section 1951:4 (Lessor may continue Leave in effect after Lesser's breach and abandonment and recover real as it becomes due, if Lesser has right to subject only to reasonable limitations).
- (4) In the event Lessor gives Lessoe written notice that Lessor clocks nor to terminate this Leuse. Lessoe shall have the right to subjects the lessed premises or assign Lessoe's interest in this Lesso, or both, subject to all other providents of this Lesso pertoining to assignments and subjecting, and Lessor shall have all the remedies of a lessor provided by law. Notwhitstanding any such election by Lessor not to terminate this Lessor row at any time thereafter elect to terminate this Lessor for any subsequent breach or default.
- (5) Lessurshall have the right measure receiver to be appointed in any authorizations. Lesses to take possession of the lessed premises and/or to collect the right or profits derived therefrom. Said receiver may, if it is necessary or convenient inorder to collect such remisor profits, take possession of any property belonging to Lesses and used in the outduct of such business and may use the same in conducting such business on the feasted premises without compensation to Lesses for such use. Neither the application for the appointment of such necessary or to the uppointment of such receiver and the uppointment of such receiver shot permises a written notice of such lateration is given to Lesses.
- 25. ATTORNEY'S FEES: In the event of any action at law or sult in equity to interpret or enforce the provisions of this Lease, the provaiting party shall be entitled to recover from the other reasonable attarney's fees and costs. If Leasor, without fault on Leasor's part, be made a party to any litigation instituted by or against Leasor. Leasoe shall pay to Leastor all costs and expenses incurred by Leasor, including attorney's fees. In the event that Leasor should be required to relain counsel for the collection of rent or the enforcement of any provision hereof, and such collection of rent or the enforcement of any provision hereof, and such collection of rent or the enforcement betted does not necessitate the bringing of an action at law or equity, then Leason shall be entitled to any and all costs and attorney's fees incurred by Leason, and the same shall be paid by Leasee within five (5) days after receipt by Lease of written demand by Leasor for the same. Leason agrees to indemnify, defend and hold hamplest Leasor from and against any liability arising from any breach by Leasee hereof, including attorney's fees and costs incurred in connection therewith, whether such claim arises before or after the expiration or termination of this Lease.

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43. SECURITY DEPOSIT: Upon execution of this Lesse, Lesses has deposited with Lessor the following sum:

Dollars (\$ 5000.00

1.

receipt of which is hereby acknowledged by Lessor, Sald sum shall be held by Lessor as security for the faithful performance of Lasses of all the terms, covenants and conditions of this Lease by sold Lessee to be kept and performed during the term hereof. If a any time during the term of this Lease any of the rant herein reserved, arony other sum physible by Lessee to Leasor hermander. shall be overdue and unpoid, then Lessor may, at the option of Lessor, (but Lessor shall not be required to) appropriate and apply any portion of this Security Deposit to the payment of any such overdue rent or other sum. In the event of the fullure of Lesses to keep and performall of the terms, coverants and conditions of this Lease to be kept and performed by Lessee, then at the option of Lessor, the Lessor may, after lemminating this Lease, appropriate and apply the entire Security Deposit, or so much thereof as may be necessary, to compensate Leason for all loss or damage sustained or suffered by Lesson due to such preach on the part of Lestee, Should the collin Security Deposit, or any position thereof, he appropriated and applied by Lestor for the payment of overdue rentor other soms due and payable to Lessor by Lesser hereunder, the Lesses shall, upon the written demand of Lessor. forthwith remit to Lessor a sufficient amount in each to restore mid Security Deposit to the original sum, and Lessee's follore to do so within five (5) days after receipt of such demand shall constitute a breach of this Lease. Should Lesses comply with all of sald terms, coverants and conditions and promptly pay all of the remail herein provided for as it falls due, and all other sums payable by Lesses to Lessor herounder, said Society Deposit shall be returned in full to Lesses at the end of the term of this Lease or upon the earlier termination of this Lease under the provisions of Paragraph 18 hereof. Lessoc acknowledges that this Security Deposit is not prepaid cent and shall not be applied by Lessee to the payment of any cent due Lessor heroin. No interest shall be paid on this Security Deposit by Leasunto Lesson. In the eventiful Leason transfers said Security Deposit to Lesson's successor in Interest. Lessor shall be discharged from any further liability with respect to such Security Deposit.

44. NOTICES: Whenever it is required that any notice be given herein, the same shall be sufficiently served by depositing the same in the United States Mall. Certified and Resum Receipt Requested, postage prepaid, and addressed to the addresses get corth below:

To Lessecol: 3061-16th Street, San Francisco, Ca 94103

or to such other oddresses as a purty may designate by written nutice to the other party in the manner herein provided.

- 45. Lessee shall at all times during the term of the lease . at Lessee's sole cost and expense, maintain in good condition and repair the electrical, plumbing, heating, air-conditioning or any other equipment of the premises. Any repair of common usage with other tenanc of the building shall be shared equally.
- 46. Leased shall at all times during the term of the lease keep the sidewalk clean. Also, the sidewalk shall be steam-cleaned as necessary at his sole expense.

500 attached Page 11

Paragraphs 45 through 🥦 were added to and made it part hereof pater to execution by Leason and Leasee
[] in Milmess Milereof, Leason and Leasee have executed this Lease the day and year first above written.

LESSOR LESSEE

Smbhu Inc, Prabhaben Patel Amit Motawala

Supilbhai K. Patel

- (b) Norwithstanding anything berein contained to the contrary, Lessee tereby waives, to the extent waivable under any law, any right to specific performance in the event of Lesson's default referred to haroin, and Lessee expressly agrees that except as provided in the immediately following sentence, Lesson's remedy shall be limited to the monatory damages referred to in the Paragraph 31. Notwithstanding the foregoing, in the event of failure by Lesson to give any consent as provided in Paragraph 19 Lessee shall be entitled to aspecific performance, but in no event shall because the responsible in monetary damages for failure to give such consent unless said consent is withheld maliciously or in bad faith.
- 32. SURRENDER: Lessee agrees on the last day of said term, or other sooner termination of this Leuse, to surrender said premises in the same condition as received subject to reasonable use and went (damage by act of G'd excepted), swep; brown clean, and to remove all rubbish from said premises. All locks, bolts, alterations and additions which may be affixed to or made by either of the porties hereto upon the anid premises, except movable furniture and movable fixtures out in at the expense of Lessee, shall be the property of Lessor, at the option of Lessor, and shall remain upon and be surrendered with the premises as part thereof at the termination of this Lesse, without disturbance, moleculation or mjury unless Lessor instructs Lessee to remove any of said items; and immediately upon receipt of notice from Lessor, Lessee shall, at Lessee's said cost, remove any such items. Lessee shall repair any damage to the demised premises occasioned by the removal of Lessee's fixtures, familyings and equipment.
- 33. BOLDING OVER: Any holding over ofter the expiration of the said term shall be cunstrated to be a tenancy from month to month only, and shall otherwise be upon the same terms and conditions herein specified, so far as applicable, except the rent shall be at a monthly rate equal to two hundred (200%) percent of the monthly rank in offect at the termination of this Lease. Lesses shall indemnify and hold Lessor huntless, for any loss, damage or liability resulting from Lessee's dolay in surrentering the permises, including without limitation any claims made by any succeeding tenant based upon such delay. Nothing contained in this Paragraph shall walke Lessor's right of re-entry or any other right, and Lessee shall be only a fessee at sufference while Lessee is flotching over without Lesser's written consent.
- 34. NO REDEMPTION: Leasewhereby expressly subversing and all rights of redemption in relief from furfeiture granted by or upder any present or future laws in the event of any judgment declaring a forfeiture of or terminating this Lease for any cause, or in the event of Lease or intaining possession of the decision permisses by reason of the violation of the Lease of any of the coverage and conditions of this Lease or otherwise. The rights given to Leason hards and condition to any rights that may be given to Leason by any statute or otherwise.
- 25. ENTIRE AGREEMENT: Lesses hereby acknowledges that there are no written or prol agreements between Lesses and Lesses offecting this Lesses, and this Lesses may not be modified except by written instrument by the parties or their accessors in interest. This Lesse supersedes and concells all previous negotializes, arrangements, brochares, agreements and other subsentents, if any, between Lesses and Lesses made or displayed by Lessor to Lesses with respect to the subject matter of this Lesse, or of the demised premises. This Lesses shell not be modifications hereof shall be in writing and signed by both Lessor and Lesses. Submission of this instrument for examination or signature by Lesses does not constitute a reservation of or option for the Lesse, and this instrument is not effective as a Lesse or otherwise until execution and delivery by both Lessor and Lesses.
- 36. 5EPARABILITY: If any term, coverant or condition of this Lease or the application thereof to any potton or electrostance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the other application of such terms coverant or condition shall not be officeful thereby and each term, coverant or condition of this Lease shall be valid and beenforced to the follest extent committed by law.
- 37. LAW GOVERNING: This Lease shall be governed by the laws of the state in which the demised premises are located.
 - 38. PARAGRAPH CAPTIONS: Paragraph captions are not a part barred and are for reference purposes only.
- 39. TIME IS OF THE ESSENCE: Time is of the essence of this Lease in the performance of each and every term, coverant and condition of this Lease except in respect to the delivery of persession of the demised premises at the commencement of the term barrel.
- 40. PLATS AND RIDERS: Chauses, plans and riders, if any, signed by the Leasur and the Leasee and endorsed upon or offixed to this Lease become a part of this Lease.
- RECORDING: Lessee shall not record this Lesse without the prior written consent of Lesser. Lessee agrees
 to step a stem form Lesse in recordable form at Lessor's request which may be recorded by Lessor.
- 42. CORPORATE AUTHORN'Y: If Leasur or Leaste is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation in accordance with the By-laws of said corporation and that this Lease is binding upon said corporation in accordance with the terms, and that Lease is qualified to do business in the saids in which the premises is tocated.

- 26. BROKERAGE: Lesses warrants and represents that Lesses has not had any deating with any broker, realitor oragent with the Private Strangers to indemnify, deed and half standers Lessor from and against any liability straining from any claim for a real estate continuisation or fee, including adjointly's feet and costs including connection therewith, whether such that in arkes before or after the expiration or remination of this Lesse.
- 27. TRANSFER OF LUSSOR'S INTEREST: In the event of a sale preparety by Lussor of Lussor's interest in the property of which said demixed premises are the whole or a partian, after the data of such transfer Lussor shall be relieved from all liability as respect to Lussor's obligations thereafter to be performed, provided that any finds in the hands of Lussor at the time of transfer in which Lusso has an interest, shall be delivered to the successor of Lussor. The obligations contained in this Lusso to be performed by Lussor shall, subject to the foregoing, be hinding on Lussor's successor only during their respective periods of ownership.
- 28. SUBORDINATION: Lessee expressly agrees that this Lense is and shall be subject and subordinate in all mortgages, deeds of trust, or other encumbrances contain Lessee non-distartance clauses in standard forms, provided that such mortgages, deeds of trust, or other encumbrances contain Lessee non-distartance clauses in standard forms, bessee further agrees that within ten (10) days after being requested in writing to do so by Lessar, Lessem will execute, acknowledge, and deliver any documents prepared by Lessar that are required to effect such ashordination. Should Lessee fail to execute, acknowledge, and deliver such instruments within the (or (10) day period. Lessee shall be deeped to have intervocably appointed Lessor, and each of Lessor is appeared to be a such assigns, to be Lessoe is attorney-in-fact to execute, acknowledge and deliver any such instruments for and on behalf of Lessee.
- 29. ESTOPPEL CERTIFICATE: Upon written until from Lessor, the Lessoe shall execute acknowledge and deliver within ten (10) days to Lessor a certificate 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, or modified, and stating the date and sature or each modification);
 - (b) The date to which the northi and other arms payable because have been paid:
- (c) That no notice has been received by Lessee at any default which has not been cured, except as in defaults specified in said certificate; and
- (d) Such offermation is may be recently be properly of which the demised preprises are a portion.

Any such certificate may be relied upon by any ampactive purchaser, mortgages in beneficiary under the deed of thust on the property of which the demisted premises is a portion or any part thereof.

- 30. WAIVER: The waiver by Lessor of any treach of any term coverant or condition benefit contained shall not be deemed to be a waiver of such term, coverant or condition terein contained. The subsequent or condition terein contained. The subsequent acceptance of real herelander by Lessor shall not to deemed to be a waiver of any preceding branch by Lessor shall not be deemed to be a waiver of any preceding branch by Lessor shall not be deemed to be a waiver of any preceding branch by Lessor shall not be deemed to be a waiver of any returns or condition of this Lesso accepted, regardless of Lessor's knowledge of such preceding branch the finite office planes of such real. No coverant, term or condition of this Lesso shall be deemed to have been waived by Lessor, unless such weiver be in writing by Lessor. No payment by Lessor or receipt by Lessor of a lessor unmount than the real and additional cont herein provided shall be deemed to be other than on account of the cartiest amount due and payable furthinder, nor shall only endowered to automate on any wheels or any letter accompanying any check or payment be deemed an account and satisfaction, and Lessor may accept any such check or payment without prejudice to Lessor's right to recover the balance of such action and account on the pursue any other remesty provided for in this Lesso.
 - 31. DEFAULT BY LANDLORD: Lessee's Remedies.
- (a) In the event that Lesser shall be liable to Lesser in any dumines sustained by Lesser as a result of Lessor's beach, it is expressly understood and agreed that any above; judgment resulting from any default or other claim arising under this Lesse shall be extisted ont of the ranks, profits and other incomet "Income" for the purposes of this Paragraph 31 only) actually received from the operation of the subject property in which the demised precales are located, and no other real, personal or nitrod property of the Lessor wherever situated shall be subject to key on any such judgment obtained against Lessor, and if the Income is insufficient for the payment of such judgment. Lessee will not institute any further action, suits, etaling or demand, in law or in equity, against Lessor for or on account of such deficiency. Lesses hereby walvow, to the axiond walvaide under law, any rights to salisfy said mostey judgment against Lessor-except from Income received by Lessor from the operation of the property in which the demised premises are located.

- 6. WAIVER OF SUBROGATION: Lessor and Lesser hereby which any right that each may have against the other on account of any lost or damage arising in any manner which is revered by politics of insurance for fire and extended covering, their, public liability, worker's compensation or other insurance now have fire stating during the term of this Lesse covering the property of which the demined premises are a portion or the chaixed promises or may portion thereof or operations therein, and the parties shall each fixe a first prescrive insurance companies waive only rights of subrogation where possible that such companies may have against Lessor or Lesser, as the case may be. Each purty shall obtain any special endorsements, if required by other party's insurer, to evidence compliance with the waiver of any rights of subrogation. Lessor and Lenses shall each indemnify the other against any loss or expense, including reasonable ottomey's feet, resulting from the failure to obtain such a waiver when the same is reasonably available.
- 7. POSSESSION: Lessee agreen that in the event of the failure or inability of Lessor to deliver passession of said premises at the time herein agreed that Lessor shall not be liable for any damages of any kind caused thereby nor shall this Leuse be void, nor shall the expiration date hereof be changed, but in nuch event there shall be a proportionate reduction of rent cevering the period between the commencement of the said term and the time when Lessor can deliver passession. If Lessor has not rendered possession of the premises to Lessee within ninety (90) days after the commencement date. Lessee may terminate this Lease at any time after said ninety (90) day period by giving ten (10) days advance written notice to Lessor. In the event Lessor has not delivered possession of the premises within six (6) months after the commencement date as a result of causes beyond Lessor's control. Lessor may terminate this Lease by giving Lessee ten (10) days advance veritten notice. If either party terminates this Lease in accordance with this Paragraph, all money paid by Lessee to Lessor shall be refunded and both parties shall be released from all obligations under this Lease.
- INDEMNIFICATION OF LESSOR: Lesses agrees to indemnify and hold Lessor humiless from and against any and all claims, actions, durages, liability and expense, including but not limited to reasonable atternary's fees, in connection with loss of life, personal higher, and/or durage in property mising from or dut of any occurrence in, upon or at the lessed prothers, or any part thereof, or occusioned wholly or in part by any act or ombains of the lesses, its agents, countractors, employees, selvants, customers, invitess, termitis, or subtenents. Lessor shall not be liable for any durage to property of Lesses or of others board on the lessed premises, nor for the loss of or durage to any property of Lesses of of others by their or whorwise. Lessor shall not be liable for any injury or durage to persona or property smalling from line, catalyticke, flood, explicitus, falling planter, eated premises, nor for the or or lenks from any part of the lessed premises of pipes, appliances or planting works or by any other cause of whitever figure. Lessor shall not be liable for any such durage caused by any other remais or persons in the lessed premises or the building of which the demised premises are a portion, occupants of adjacent property, or the public, or caused by operations in construction of any private, public or quast-public work. More instancing the above, this Paragraph shall arrive the explication of early remination of this Lesse, except that any liability of Lessor shall be limited as set forth in Paragraph 31 hereof.
- 9. BURGLARY, THEFT, ROBBERY, VANDALISM, FORCED ENTRY, RIOT: Lesses shall not hold Lesses responsible for any loss or duringe to Lesses's property, futures, mentionalise, beauthold improvements, or to the dealised premises, or to property, futures, or interchandise belonging to Lesses's agents, servants, connections, employees, licentees, invitees or customers caused by burglary, theft, robbery, vandalism, forced only or riot, and Lesses shall promptly repair any damage or loss on or about the premises caused by burglary, theft, robbery, vandalism, forced entry or riot at Lesses's sole cost and expense is accordance with Paragraph 13 of this Lesses.
- 10. SIGNS: Lessor reserves the exclusive right to the root and extensit walls of sold premises, and no signs or notices shall be inscribed, patriced by Lessee on or to be outside of the hors in dentised premises without the prior written content of Lessor. All permitted signs, if any, shall satisfy all governmental code requirements. Upon the expinition of this Lesse or earlier termination thereof, Lessee shall, at Lessor's option, remove all Lessee's signs and repair my damage caused by the erection or removal of said signs.
- 11. CONCESSIONS: Lessee agrees out to give, grant or otherwise permit a trainib stant, video game muchine, newspaper stand, public (elephone, or any other steel concession in modifices) to said premises, without the prior written consent of Lesson.
- LIGNS: Lesses shall promptly may or cause to be paid all costs of work done by Lesses or caused to be done by Lesses on the leased promises and shall keep the leased promises free and clear of all mechanic a and other liens. Lesses shall be leased promises against loss, distings, interest, cost automy's feet and other expenses on account of chains of such ilens. If Lesses shall desire to cross-stany claim of lien. Lesses, that then family Lesses and other expenses on account of chains of such ilens. If Lesses shall desire to cross-stany claim of lien. Lesses, that then family Lesser a whise carrier and interest, or a bond from a responsible corporate surery in such amount conditioned on the discharge of the lien. If a final judgment establishing the will allow or estatement of a tien financy amount is entered. Lesses shall pay and pairly the some rice taler than 30 days after entry of judgment. If Lesses shall be in default in paying any charge for which a mechanic's tien claim and only no forcelose the lien have been filed and shall not have given Lesses security to protect the property and the Lessor against such claim of lien, Lessor may pay said claim and any casts. The automat so paid, together with reasonable ottorney's less incurred in connection therewith, shall be immediately due and owing from Lesses to

- CONDITION OF PREMISES, REPAIRS AND LAW OBSERVANCE: By entry hereunder, Lessee acknowledges to have received the demised premises in its "AS IS" condition. No alterations shall be made on any part of said demised premises without the written consent of Lessor first had and obtained, except as may be hereinafter provided. Lessee shall give Lassor written notice not less than five (5) working days prior to any work or improvements to be performed by Lussue to the demised presultes thereby parmitting Lastor to record and post Notices of Mon-Responsibility. All applicable pentities authorizations and governmental approvats that be obtained before commencement of the alterations, and the attentions shall be completed with due diligence in compliance with the plans and specifications approved by Lessor. Lessor shall not be required to do any construction whitsoever (save as required by Paragraph 18 beneath after delivery of possession and shall not be required to install, maintain or repair any fixtures, plumbing or furnishings required by Lesses in the use of said premises and in connection with the business or occupations transacted therein, all of which shall be furnished sulely by Lessee. Lessee agrees to conform to and comply with all laws, ordinances, rules and regulations of Federal, State, County and Municipal authority in the use and occupation and repair of the demised promises and to keep and maintain (except as hereination provided) the demised promises and appurturances and every part thereof including glazing, talerior surface of exterior walls, doors and appurturances to doors. and showcases in good, and sanitory order, condition and repair at Lesseo's sole cost and expense during the coure form of this Lease. Leasor shall, during the term of this Lease, at Leasor's sole sost and expense, maintain in good condition and tepair the roof (including my skylights) of said premises, the exterior walls (other than playing and doors, door Jambs, door frames, locks, bolts, door hardware, door clasers, or uppuriegances), foundations, subsportes planting and rebendence become rejective. withten the mote accounted to a film for account of the post and the control of the mote account of the control side walks surrounding sold premises except for any damings coursed by the wronglished of Lesses or its agents and except for tease or damage, the repair of which is Lesses's responsibility under Paragraph 6 and this Paragraph 13 of this Lesse. Lesses shall not. however, be obligated to paint such exterior, nor shall Lessor be required to maintain the interior surface, windows, doors or glass, nor any electrical, plumbing, or ellier systems installed by Lesser. Lesser shall have no obligation to make repairs under this Paragraph until a reasonable time after receipt of written notice of the need for such repairs. Lessee expressiy weives the benefits of any statute now or hereafter in offect which would attachise affect Lessee the right to make repairs at Lessor's expense or to terminate this Lease because of Lessor's follow to keep the premises in good order, condition and repair.
- 14. CHARGES FOR PUBLIC UTILITIES AND SERVICES: Lessee bereby agrees to pay for all heat, alreaditioning, water, sewer service charge, light, gas, power, telephone, contedial services, pest control, trash and garbage collection and other services supplied to add defined greatises, together with any taxes thereon, during the term of this Lesse, I any such services are not separately metered to Lessee, Lessee shall pay within five (3) days, efter written demand is received from Lesser, a teasonable proportion to be determined by Lessor of all charges jointly metered with other premises. Lessor shall not be liable in damages or otherwise for any failure or interruption of any service being furnished the demand premises.
- 15. HAZARDOUS MATERIALS: Lesses shall not bring upon or generale toxic or bazardous substances within the itemised premises, and should Lesses so put, then Lesses shall not be selected and expense, comply with all Federal, State or local laws from time to time in effect ("Hazardous Moterials Laws") concerning the management use, generation, storage. transportation, presence, discharge or disposal of hazardows, toxic, radiated be in corchogenic potentials, substances or waste ("Finzardous Materials"), Lessenhall cause any and all hazardous materials brought onto or used, generated, stored or discharged in the demised premises to be removed from the premises and transported for disposal in accordance with applicable Hexardous Muterials Laws, Lesson shall have the right to enter the demised premises from three to time to conduct tests, inspections and surveys concerning Hazurdous Materials and an maintan Desaco's compliance with its obligations concerning Hazurdous Materials and Hozordous Materials Laws. Lessee shall immediately notify lasser in writing of my clean-up or removal action instituted or proposed by Leasee, buy enforcement, clean-up, removal profiler governmental or regularity action incidend or threatened. or any claim made or directance by mry person against Lessee, the demised premiers, or the building relating to Hazardous Materials or Mazardous Materials Lown. Lesses shall also supply to Lassur as promptly as possible, and in any event within flee (5) business days after Lesseo acceives or sands same, copies of all claims, reports, enmplaints, natices, warnings or asserted violations relating in any way to the demised premises or Lessee's use thereof and concerning Hazardous Materials of Hazardous Materials lows. Leasee shall not regarding or enter into any sentement nercement, consent theree or other compromise in respect in Hexardous Materials or Hazurdous Materials Laws offecting the demixed premises except after giving Lessor prior written notice and a full and fair appointably to appear, interverse or otherwise system and propert Lesson's rights and interests.

Lessee shall indennify, Cafendand hold Lessor hambes from my claims, causes of terion, liabilities, coats or expanses (including all interney's fees and casts) arising from or in connection with personal injury or death or property damage or clean-opcosts causer of all egod to have been coused by the presence of Hazardous Materials brought upon or generated by Lessee within the denisted premises including, without includen, any premised higher, death or property damage caused or alleged to have been claims, causes of action or liabilities are tiral asserted during the term between an analysis of materials or other toxic substances into the air as a result of such contamination, whether such claims, causes of action or liabilities are tiral asserted during the term between the threeffer, and including without limitation claims under against the Lessor with respect to personal tajury, death or property damage sustained by third parties caused or alleged to have been caused by the presence of Hazardous Materials or other toxic substances.

16. INCREASED DANGER OF HAZARD: Lessee shall not permit or autier any public or private orticated upon said premises. No use shall be made or permitted to be made of the demised premises not sets done which will cause the concellation of any insurance policy covering said premises or any building of which the premises may be a part, and if Lessee's use of the premises causes an increase in the cost of insurance premiunts. Lossee shall pay the endudy of any such increase.

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- 17. RIGHT OF LESSOR TO PERFORM: All covenants and agreements to be performed by Lessee under any of the terms of this Lease shall be performed by Lessee at Lessee's, note cost and expense and without any observent of rent. If Lessee fails to pay any sure of money, other than rent, required to be paid by it hereunder on shall fail to perform any other set. If Lessee's part to be performed hereunder, and such failure shall continue for ten (10) days after notice by Lessor, the Lessor may, without waiving of releasing Lessee from any obligations of Lesse, make any such payment or perform any such act on Lessee's part to be made or performed as provided in this Lesse, but Lessor shall not be obligated to take any such action. All suintsep paid by Lessor and all necessary incidental costs together with interest thereon at the maximum rate permitted by law from the due of such payment by Lessor shall be payable as additional tent in Lessor on demand, and Lessee covenants to pay any such some sums, and Lessor shall have, in addition to any other right or remedy of Lessor, the same rights and remedies in the ease of default by Lessee in the payment of the rent.
- DESTRUCTION OF PREMISES: (a) In the event of a partial destruction of said premises prior to the commencement of or during the said term hereof by any cause covered by the typical standard form fire, extended coverage, and mulicious mischief incurance, Lescor shall, to the extent such insurance proceeds are made available to Lessor, forthwith repair the same, provided such repairs can be made within 120 days after the destruction under the laws and regulations of Federal, State, County or Municipal authorities. Such partial destruction shall in no way notud or void this Lease, except that Lease shall be entitled to a proportion are reduction of tent while such repairs are being made, provided that such damage is not the result, in whole or inpart of the negligence or willful misconduct of Lesses or Lesses's agents, contractings, employees, invises, or licensees. Such proportionate reduction shall be based upon the extent to which the making of such repair in the reference with the durings curried on by Lassee in the said premises. If such repairs cannot be made within 120 days after the destruction, Lasser may, at its option, make some within a ressonable period of time, this Lease continuing in full force and effect and the react to be proportionately abated as provided in this Paragraph. In the event that Leaser does not so elect to make the repairs which cannot be made in 120 days after the destruction, or such repairs cannot be made under such laws and regulations, this Lease may be terminated at the option of either party giving written notice to the other within thirty (30) days after the occurrence of such damage. In the event that the building in which the demised premises are situated may be destroyed to the extent of more than 33 1/3% of the replacement cost thereof, Lessor may elect to terminate this Lesso, whether the demised premises be injured or not. A total destruction of the building, excluding foundations, in which the said premises are situated shall territate this Lease. If the premises are partially dustrayed or dainaged during the last twelve months of the term of this Lease, Leason or Lease e may, at either party's option, with no flability to the other party, cancel and terminate this Leage as of the date of decurrence of such damage by giving written nutice to the other party of Lessee's or Lessor's election to do so within thirty (30) days after the date of occurrence of such damage. If the permises are to be repaired by Lessor under this Paragraph, such repairs shall not include, and Lessor shall not be required to repair, any damage by fire or other cause to the property of Lessee or any repairs or replacements of any pareling, decorations, railings, floor coverings, or any alterations, additions, fixtures or improvements installed on the promises by or at the expense of Lessee shall repair and replace those items at its own cost and expense if Lessor repairs the damage to the building under this Paragraph. In the event this Lease is terminated under the provisions of this Peragraph, the portion of any rentals paid in advance by Lessen to Lessor covering the period following such termination giral herepaid by Lessor to Lessee. Lessee waives any right to terminate this Lesse as a result of any statutory provisions now or hereafter in effect pertoining to the damage or destruction of demised premises of the building of which demised premises are a portion except as expressly provided herein.

(b) ARBITRATION OF DISPUTES: In the event of any dispute between Lessor and Lessee retails to the provisions of this Paragraph 18, they shall each select an arbitrator, the two arbitrators so selected shall before a third arbitrator and the three arbitrators so selected shall be arbitrator and the three arbitrators so selected shall hear and determines the controversy, and their responsible for the resolution thereon shall be final and binding upon both Lessee. In the event Lessor's and Lessee's arbitrators cannot agree to a third arbitrator, the President of the Board of Realities or the Presiding Judge for the Superior Court of the city in which the demised premises are located shall be asked to designate said third arbitrator. Lessor and Lessee's shall use their best efforts to bring the dispute to an expeditious conclusion and shall each bear the cost of their respective arbitrators, and they shall equally bear the cost of the third arbitrator.

(c) NOTICE: BY INITIALLING IN THE SPACE BELOW YOU ARE A GREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY MEUTRAL ARBITRATION AS PROVIDED BY CALLFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALLING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE ARBITRATION OF DISPUTES PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALLFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY. WE HAVE READ AND UNDERSTAND THE POREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE ARBITRATION OF DISPUTES PROVISION TO NEUTRAL ARBITRATION OF

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LESŠOR	S INITIALS.	 	 LESSEE'S INITIALS
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- 19. ASSIGNMENT AND SUBLETTING: Lesses shall not voluntarily of by operation of law assign, transfer, mortgage, sublet, hypothecateor otherwise transfer or ensumber oil or voly part of Lesses's interest in this Lease without Lesson's prior written consent. Lesson shall not uncessonably withhold consent to the sublitting of demised premises or the assignment of this Lease in the event the proposed subtesses or assignment needs reasonable credit, businessiqualification and reputation requisionents and the occupancy resulting from such subletting or assignment is entailed with the general character of the business as described in Paragraph 3 of this Lease. Any of the foregoing acts without Lesson's prior written consent shall be void and shall, at the option of Lesson terminate this Lease. Any transfer or charge in ownership of fifty (50%) percent or more of the stock or interest in Lease shall release Lessen's lease to the purpose of this Paragraph. No consent by Lesson to any subjection to performed by Lesson that the lease the term of this Lease or any extension thereof. The acceptance of rent by Lesson from two other party shall not be deemed to be a consent to any subsequent assignment or subletting. Lesson the one assignment or subletting shall not be deemed to be a consent to any subsequent assignment or subletting. Lesson shall reliabe the lesson for any documents by Lesson's amorney.
- 20. EMINENT DOMAIN: If the whole or any part of the premises shall be taken a condentated by any competent authority for any public or quast-public use, then this Lone and all rights and lightlifes of the parties thereafter necerting shall ceuse after the date when such presention shall be required or title to be vested, without appartion from the award or other compensation. If any, by reason of such requisition, taking or condennation but nothing herein contained shall deprive Lesses of the right, if any, to receive from the requisitioning or condennating authority, award for compensation or loss of or damage to any of Lessee's tangible property or business, provided the same is not in diministion of the award or compensation payable to Lesser and Lessee shall make payment of all rent and other charges accorded and pro-rated to the date of such requisition, taking or condemnation. In the event this Lesse is terminated under the provisions of this Paragraph, the pro-rate profess of this Paragraph, a voluntary sale or conveyance in lieu of condemnation, under threat of condemnation, shall be described a taking under the power of eminent displait.
- 21. ENTRY BY LESSOR: Lessee shall permit Lessor, or the agents of Lessor, to enter into and upon said promises at all measurable times for the purpose of Inspecting the same or for the purpose of manufaling the tooking in which the same premises are altumed, or for the purpose of making repairs, alterations or additions to only other partitus of said building, including the exection and maintenance of scaffolding as may be required (without the same constituting an eviction of Lessee is whole or in part), providing that all such work shall be performed as promptly and with as little interference to Lessee as reasonably possible, or for the purpose of posting updates of nonling updates of nonling upon the property in which the said premises are located by usual or ordinary "for sale" signs without any rebate of rout or Lessee for any loss of occupancy or quiet enjoyment of the premises thereby occusioned. Lessor, or the agents of Lessor, shall have the right during the last thiny CDI days of the term, to enter upon said premises, and mail is upon may soliable part discrete in notice for re-letting the same, and Lessee will not remove and order.
- 22. INABILITY TO PERFORM: This Losse and the obligations of the Lesses under this Losse shall not be affected or impaired because Lessor is unable to fulfill any of his obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of G'd, arrany other cause beyond the reasonable control of the Lessor.
- 2). LATE CHARGES: IT IS AGREED BETWEEN THE PARTIES HERETO THAT LATE PAYMENT BY LESSEE OF RENT, ADDITIONAL RENT, OR OTHER SUM DUE HEREUNDER WILL CAUSE LESSOR TO INCUR COSTS NOT CONTEMPLATED BY THIS LEASE, SUCH COSTS TO INCLUDE, WITHOUT LIMITATION, PROCESSING AND ACCOUNTING CHARGES, LOSS OF USE OF FUNDS, AND UNFORESEEN AD VANCEMENTS BY LESSOR FOR MORTGAGES AND OTHER FINANCING COSTS. IN THE EVENT OF ANY SUCH DEFAULT BY LESSEE (B) IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO DETERMINE AND FIX THE ACTUAL DAMAGES SUFFERED BY LESSOR, AND (6) THE CHARGES HEREINBELOW SET FORTH ARE, AS OF THE DATE HEREOF, A FAIR AND REASONABLE ESTIMATE OF LESSOR'S DAMAGES, SHOULD LESSOR NOT RECEIVE ANY PAYMENT WHEN DUE. LESSEE AGREES TO PAY LIGSOR PORTHWITH A LATE CHARGE FOR EACH SUCH LATE PAYMENT IN AN AMOUNT EQUAL, TO TEN (10%) PER CENT OF THE DELINQUENT SUM. ACCEPTANCE OF ANY LATE CHARGE SHALL NOT CONSTITUTE A WAIVER OF THE DEFAULT WITH RESPECT TO THE OVERDUE AMOUNT AND SHALL NOT PREVENT LESSOR FROM EXERCISING ANY OF ITS RIGHTS AND REMEDIES UNDER THIS LEASE, OR APPLICABLE LAY.

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LESSOR'S INTUALS	 SE'S INITIALS

Prabhabeo Pate 668 Funston Avedue San Francisco,

awist, Engl.

bereinaner called "LESSOR", and SAMBHU INC.

Amit Motawaln, & Bunilbhai K. Patel perchanger called "LBSSEE".

(The word "Lessor" and the word "Lessee" as used herein shall include the plural as well as the singular, and shall include. apply to and bind and benefit the heirs, executors, administrators, successors and assigns of Lessor and Lessee. If there are more than one Lessor or Lessee, the obligations hereunder imposed upon Lessur or Lessee shall be joint and several.)

XII itte pacify. Upon the terms, coverants and conditions for fixth herein. Lessor hereby leases to Lessee, and Lessee hires from Lessor, the following pleasures.

alianted in the City and County of San Francisco

. State of California:

3061-16th-Street, Eula Hotel, 25 rooms, Upper two floors, including the entrance from this street; as rooming house

It is further municily agreed between the Lessor and Lessee as follows:

TERM: The term of this Leute shall be for 10 (TER)

May 1, 2003 commencial

and ending April 30, 2013

RENT: Lessee agrees to pay to Lessor or minimum monthly rent for the premises the fullnowing in law/ul money of the United States of America:

Goodwill price of Lease is \$75000.00

Rent for the First and Last months shall be paid in advance,
for May 1, 2003- \$4000.00 and Last month will be \$5000.00, which
will be kept as Security Deposit. In Case of Default \$5000.00
will not be refundable. Interest will not be earned the deposit.

Commencing May 1, 2003 thru April 30,2005 rent shall be \$4000.00

(Four thousand dollars) per month.

Commencing May 1, 2005 thru April 30, 2008 rent shall be \$4500.00
(Four thousand dollars) per month.

Commencing May 1, 2008 thru April 30, 2013 rent shall be \$5000.00/month-Rent lapayable in advance of the first day of each and overly month daying the term of this Leux to Lessor without notice. or demand and without deduction or offset. Suid rem shall be paid at such place or places as may be designated in writing from time to time by Lessof, the first of said payments to be made upon execution of this Lease. Rent for any period during the term hereof which is for less than one month shall be a proruta portion of the monthly installment. Lesses shall pay, as additional rental, all rentals, charges and other sums of money required to be paid by Lessee under this Leave (all such rentals, charges and sums other than minimum monthly rental being referred to in this Lease as "Additional Rental"), whether or not the same may be designated "Additional Rental". If such amounts are not paid at the three provided in this Lease, they shall revertibless for collegible, logether with any interest or late charge provided for herein, as Additional Rental with the next installment of minimum monthly remail thereafter following due, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of maney or charge at the time the same becomes due and payable hereunder, or limit any where emely of Lexior. Where therions for may ment of any Additional Rental is not specified tierein, the same shall be due and payable tent (10) days after Lazzor's involce or demand is given...

(Five thousand dollars) per month *

Probhaben Patel Feb 04 14 02:13p USE OF PREMISES: Leases shall use said premises continuously and constantly during the term bereaf for the purposes of conducting-aberelo. the following and only the following business:

HOTEL_ Rooming House

Lesses agrees not to comblect or permit to be conducted ... y fire sele, any bankruptcy sale, or any sale by suction on said premises. Lesses shall not display or self maintandise nor ollow onts, portable signs, devices or any other object to be steed or to remain puttide the defined exterior walls, not or permanent doorways of the premises, or in public bullways. Leases acknowledges that no warranties or representations have been muchly Lessor of Lesses's Agent regarding the literator notationist bullways. But the premises for the conduct of Lesses's business, and Lesses has made Lesses in own independent investigation to determine the function of the premises for the premises and their use, and Lesses that presents in because and prevention for control of the premises and their use, and any coveraging or restrictions of receival.

- TAXES: Lesses agrees to pay to Lessor, in addition to the remain herein provided. Fifty percent of any and all mass and excessments, impositions, levies and feets commonly known as real estate taxes and essentanents imposed, levied or assessed by any governmental authority, upon or against the land and improvements of which demised premises are a portion, in excess of these levied upon said property for the fiscal year 2003 taxes. If any, shall be paid to Leasor by Leasee not later than thirty (30) days offer Leaser has made written demond therefor, Any tax increase for the lease years in which thin Lease commences and lemninates shall be pro-rated between Leasor and Leasee to the end that Lettee shall only pay such portion of such tax increase an island dwithin the term of this Lettee. It is further provided Lessee shell not be liable for any tax increase resulting from improvements made by Lewor or other tenunts of other parts of the building other than the demised premises and provided further that Lowershall pay one hundred (100%) percent of all tak increases caused of eccusioned by any (mprovements made by Lessee to the leavel premises and one hundred (100%) percent of all the assessments on the personal property of Lessee. Three and assessments referred to herein shall also include any and all special assessment district taxes, gross receipt taxes, and taxes and assessments of every kind and nature whatspever levied or assessed in lies of or in addition to existing real or personal property taxes, such as any lux or exclusion rears or may other tax, however described, levied against Lessor on account of the rent reserved hereuruler or an the business of renting space on the property of which the demised premises are a portion. However, my franchise, extent, thheritance or succession taxes in pared upon Lessor shall not be included here.
- 5. LESSEE'S INSURANCE: Lesses shall purelises and maintain at Lesses's own expense the following types of minimum insurance which that I be in full force and of feet during the term of this Lesse and may extension thereby in a responsible company authorized to do business in 11% mate when the terminal premises are singled:
- (c) Bodily Injury. Personal Injury, and Property Danage Insurance-with limits not less than S 2,000,000 combined single limit, covering the derivised premises and sidewalks in front of some, which shall name Lessor as an additional insurance largering than this insurance is considered primary for the protection of Lessor), and to furnish a certificate for a full copy. If requested) of such policy to Lessor. Said policy shall contain a provision requiring thirty (30) days written indice from the insurance company to Lessor prior to reduction or cancellation, and each policy or certificate thereof shall be delivered at Lessor by Lesse upon communication of the term of this Leuse and upon each general said insurance. No more frequently than each three (3) years, If, in the opinion of Lessor's lender or of the insurance broker retained by Lessor, the amount of Bodily injury. Personal Injury, and Property Darnage Hability Insurance coverage at that time is not adequate. Lessee shall, at Lessee's sule cost, increase the insurance coverage as equirted by either Lessor's lender or Lessor's insurance broker.
- (b) Full glass insurance for all glass in or on the premises, including coverage for operating where required by governmental code.
 - (c) Worker's Compensation insurance as required by law.
- (d) Insurance covering Leaves's teasehold improvements, atterations, additions, and improvements permitted berein, trade fixtures, equipment, more handles, inventory and other personal property of Leaves from time continues in an application of upon the premitted internal providing protection against any perit included within the classification. Fire was Extended Coverage ingester with insurance against sprinkler durings, vandalism and maillanus interchief. Any proceeds shall be used for the epole or replacement of the property durings of the straight unless this Leave is estimated participant to the provisions of Poragraph 18 of this Leave.
- (c) Adaquate insurance to cover any loss or timings caused by burging, wandlism, forced only or not as Lossee's graperty, fixtures, merchandise, leasthaid improvements, or to the dendeed premises, of to projectly, fixtures, or merchandise belonging to Lassee's agents, servants, contractors, employees, florizates, invitees or customers.

The failure of Lesse to effect and incommed in the numes herein collect for and to pay the premiums therefor of todelly of certificates to Lesser shall permit Lesser to effect add insurance and pay the requisite premiums therefor, which premiums shall be repayable upon Lesser immediately upon notice to Lesser. The limits of add insurance shall not, however, limit the tisability of Lesser. Lesser's failure to provide and insurance or to provide a certificate thereof to Lessor, or to teimburse Lessar for the case in effecting add insurance, shall be a material breach of this Lesse.

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24. Defaults and remedies:

- A. Definition of Default. Without limitation thereto, each of the following events is deemed to be a default horsunder:
- (1) Leaster's interest, or any part of Lusser's interest, in this Leaster's ussigned or transferred in whole or in part.

 voluntarily on by operation of law, except with Leaster's prior written constant.
- (2) A finding or judgment of insolvency of Leasee Is made, or a voluntary or involuntary position in bankrup(cy is filed: Or a writ of execution of the business of Lessee or on the assets of Lessee Incaled on the leased premises is levied, which is not discharged within five (5) days after the date of said (evying: Or a perition for reorganization, or for an arrangement is filed by seagnines I have no near arrangement is filed by seagnines I have no near arrangement in the business or of the asset (except a receiver appointed at the instance or request of Lessee); or Lessee indicate a general assignment or any assignment for the benefit of its creditors.
 - (3) Lessee abandons or vacates the lessed premises.
- (4) Lessee fails (a) to make any payment of rent or any other payment required to be made by Lessee liercin, as and when due or (b) in keeping of any other term, covenant or condition of this Lease, when such failure continues for ten (10) days after notice thereof by Lessor.
- (5) Within one calendar year, Lessee shall have been in default in the payment of any sum due underthis Lesse more than two times and, as a result thereof. Lesser shall have served Lessee within said calendar year (wo or more three-day notices to quit or pay rent (which default shall be deemed a non-curable default.).
 - (6) The commission by Leuce of waste and/or noisuage.
 - (?) The failule of Leases to perform in accordance with the provisions of Paragraph 15 leavest.
- B. Lesson's Remedies: In the event of Lesson's defaults as default in Paragraph 24 A. horsel, in addition to all other rights and remedies which Lesson may have in equity or in law, Lesson shall have all of the following remedies:
- (1) Lesconshall have the right, without any further demand or notice, to terminate this Lease, re-mier the leased premises and eject all persons from the leased premises, using all necessary force to do so, without prejudice to any other remedies that Leason may have.
- (2) In the event of any such termination. Lessor shall have att the rights and remedies of a best provided by how. The amount of damages which Lessor may recover includes; (a) the worth at the time of award of the unpaid rent or other charges which had been correct at the time of termination; (b) the worth at the time of award of the unpaid by which the expect and other charges which would have been cannot after termination until the time of award exceeds the amount of loss of such tental and other charges that Lessee proves could have been reasonably avoided; (c) the worth at the time of award of the loss of such rental and other charges for the betance of the term after the time of award exceeds the amount of the loss of such rental and other charges for such period that Lessee proves could be reasonably avoided; (d) any other amount necessary to compare to Lessor for all detrinent proximately caused by Lessee's failure to perform Lessee's obligations turder this Leure, contained by may of filestration and any limitation, rule entate commissions, or which in the ordinary course of events would be likely to result therefrom. The "worth at the time of award" as utilized in sub-parts (a), (b), (c) and (d) hereinabove shall be computed by allowing interest at the rate which is the maximum permitted by law.
- (3) The Lessor has the remody described in California Civil Code Section 1951.4 (Lessor may continue Lease in effectafter Lessor's breach and abundonarient and recover rent as It becomes due, if Lessor has right to sublet or assign, subject only to reasonable limitations).
- . (4) In the event Lessor gives Lessor written notice that Lessor elects not to terminate this Lease, Lessor shall have the right to sublesse the leased premises or useign Lessor's interest in this Lease, or both, subject to all other provisions of this Lease permitting to assignments and sublessing, and Lessor shall have all the remedies of a lessor provided by law. Notwithstanding any such election by Lessor not to terminate this Lease. Lessor may at any time shateather elect to terminate this Lease for any subrequent breach or default.
- (3) Legarishall have the right to consent receiver to be appointed in any action against Lesace to take possession of the leased premises and/or to collect the refus or profits derived therefrom. Said receiver may, if it is necessary or convenient in order to collect such traits or profits, take possession of any property belonging to lessee and used in the conduct of such business and may use the same in conducting such business on the leased premises without compensation to Lossee for such use. Neither the application for the appointment of such receiver nor the appointment of such receiver shall enhance the consistence on the part of Lessor to terminate this Lease unless a written notice of such intention is given to Lessee.
- 25. ATTORNEY'S FEES: In the event of any action at law or suit in equity to interpret or enforce the provisions of this Lease, the prevailing party shall be entitled to recover from the other reasonable atterney's fees and costs. If Leasor, without fault on Leaser's part, be made a party to any litigation instituted by or against Leaser. Leaser shall pay to Leasor all costs and expenses incurred by Leasor, including attorney's fees. In the event that Leasor should be required to retain counsel for the collection of rent or the enforcement from provision better), and such collection of rent or the enforcement from provision better), and such collection of rent or the enforcement hereof does not necessitate the bringing of an action at law or equity, then Lessor shall be entitled to any and all costs and ultimary's fees incurred by Lessor, and the stame shall be paid by Lessor within five (3) days after receipt by Lessee of written demand by Lessor for the same, Lesso grees to indemnify, defend and hold harmless Lessor from and against any liability arising from any breach by Lessee hereof. Including attorney's fees and costs incurred in connection therewith, whether such claim arises before or after the expiration or termination of this Lesse.

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- 47. The Lessee accepts the building in " AS Is Condition".
- 48. Periodical inspection of the building will be done by the Lessor at any time. Also, Lessee agrees to keep the premise in good repair, painting and sanitary condition at all times during the Lesse. All future code work shall be performed by Lessee.
- 49. Lessee has to maintain and repair all skylights-glasses windows all the time. Any future taxes levied by the local or city Government will be paid by Lessee.
- 50. Lease Deposit is kept for faithful performance of Lease condition at no interest.
- 51. Lessee shall have insurance on personal property and Lessor shall be an additional insured on Lessee's insurance policy, Liability insuance minimum should be due million dollars. If business is from the City & County of San Francisco, ie Any welfare program then, the City shall also be an additional insured. Refer page:#2, item 5a
 - 52. Any water damage from the hotel to store or tenant downstair is the sole responsibility of the Lessee.
 - 53. The premises shall be in habitable condition at all times.
 - Any repair to the exterior or roof or the building shall be done by Lessee.
 - 55. No illegal activities are allowed in the premises.
 - 56. Lessee shall cooperate with local authorities and abide by rules and regulations fully.
 - 57. All Code Enforcement and/or Code Violations are sole responsibility of Lessee.
 - 58. At the Termination of Lease, Lessor has the might to come purchase all furniture and fixtures pertaining to the business for \$1000.00 (one thousand dollars).
 - Lessee shell hold Lessor harmless from any claim arising due to the operation of the business.

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43. SECURITY DEPOSIT: Upon execution of this Leave, Leavee has deposited with Lessor the following sum:

Dollars (5 5000.00

3.

receipt of which is hereby acknowledged by Lassor, Said sum shall be field by Lessor as security for the faithful performance of Lessee of all the terms, coverants and conditions of this Lease by said Lessee to be kept and performed during the term hereof. If examy time during the term of this Lease any of the rentherein reserved, arony other sum phyable by Lessee to Lesser to her runder. shall be overdue and unpoid, then Lessor may, at the option of Lessor, (but Lessor shall not be required to) appropriate and apply any portion of this Security Deposit to the payment of any such overdue rent or other sum. In the event of the fullure of Lesses to keep and performall of the terms, coverants and conditions of this Lease to be kept and performed by Leases, then at the option of Lessor, the Lessor may, after terminating this Lease, appropriate and apply the entire Security Deposit, or so much thereof as may be necessary, to compensace Lesson for all loss or damaga sustained or suffered by Lesson due to such breach on the part of Lessee, Should the colline Security Deposit, or any position thereof, be appropriated and applied by Lessor for the payment of overdue rent or other sums due and payable to Lessor by Lesses hereunder, the Lesses shall, upon the written demand of Lessor, forthwith remit to Lassor a sufficient amount in each to restore said Security Deposit to the original sum, and Lessee's follore to do so within five (5) days after receipt of such demand shall constitute a breach of this Leaze. Should Leazes comply with all of said terms.covenants and conditions and promptly pay all of the rental herein provided for its in falls due, and all other sums puyable by Lessee to Lessor herounder, said Secirity Deposit shall be returned in full to Lessee at the end of the term of this Leuse or upon the earlier termination of this Lease under the provisions of Paragraph 18 hereof. Lessee acknowledges that this Security Deposit is not prepaid and and shall not be applied by Lessee to the payment of any tent due Letsot herein. No interest shall be paid on this Security Deposit by Lesson to Lesson. In the event that Lesson transfers said Security Deposit to Lesson's successor in Interest. Lessor shall be discharged from any further liability with respect to such Security Deposit.

44. NOTICES: Whenever it is required that any notice be given herein, the same shall be sufficiently served by depositing the same in the United States Mail. Certified and Return Receipt Requested, postage propaid, and addressed to the addresses set forth below:

To Lessee al; 3051-15th Street, San Francisco, CA 94118

or to such other addresses as a purty may designate by written notice to the other party in the manner berein provided.

- 45. Lessee shall at all times during the torm of the lease . at Lessee's sole cost and expense, maintain in good condition and repair the electrical, plumbing, heating , air-conditioning or any other equipment of the premises. Any repair of common usage with other tenant of the building shall be shared equally.
- 46. Lessee shall at all times during the term of the lease keep the sidewalk clean. Also, the sidewalk shall be steam-cleaned as necessary at his sole expense.

See attached Page 11

Peragraphs 45 through 39 were added to and made a part hereof fator to execution by Lessorand Lessee
In Witness Milerraf. Lessor and Lessee have executed this Lesse the day and year first above written.

LESSOR	lessee .		
Embhu Inc,Frachabeu Patel	Amit Motawala		
	Supilbhai K. Patel		

SECURITY DEPOSIT: Upon execution of this Leuse, Leaves has deposited with Leasor

NO SECURITY DEPOSIT

Dollars (S

receipt of which is hereby acknowledged by Lessor. Said sum shall be held by Lessor us security for the fainful performance of Lessee of all the terms, covenants and conditions of this Lesse by said Lessee to be kept and perfermed during the lefter function. If at any time during the term of this Lesso any of the rent herein reserved, or any other sum payable by Lessoc to Lessor be religibled, shall be overdue and annoted, then Lessor may, at the option of Lessor, (but Lessor shall not be required to) appropriate payable by any portion of this Security Deposit to the payment of any such overdue rent or other sum. In the event of the failing of the scarce to keep and perform all of the terms, coverants and conditions of this Lesso to be tept and performed by Lesson, then is the option. of Lessor, the Lessor may, after terminating this Lesso, appropriate and apply the entire Security Deposit, or so may like feet as may be acceptary, to compensate Lessor for all less or damage autained or suffered by Lessor, due to such breach to the form of may be accessary, to compensate Lessor for all less or damage auxisted or suffered by Lessor, due to such breach in the part of Lessoe. Should the entire Security Deposit, or any portion thereof, be appearabled and applied by Lessor for the happened averdue real arother sums doesnot payable to Lessor by Lessor harounder, the Lessor shall, upon the written demand of Lessor, forthwith remit to Lessor a sufficient agreem to cash to restore said Security Deposit to the original sum, and Lessee's failure to do so within five (5) days after receipt of such demand shall constitute a breach or that Lease, showed the analysis of such demands and conditions and promptly pay all of the multi herein provided for as it like doc, and all other stops payable by Leasen to Lesson herein of this Leasen upon upon the confert termination of this Lease under the provisions of Paragraph 18 hereof. Leasen seek nowhed as that his Second propositions of Paragraph 18 hereof. Leasen seek nowhed as that his Second propositions of Paragraph 18 hereof. Leasen seek nowhed as that his because the like payable of any read due Leasen herein. No interest shall be judicious. this Security Deposit by Lessorto Lessee. In the event that Lessor transfers said Security Deposit to fessor's succession Leasur sholl be discharged from any further liability with respect to such Security Deposis.

NOTICES: Whenever it is required that any notion be given herein, the same shall be sufficiently served by depositing the same in the United States Mail, Certified and Return Receipt Requested, postage prepaid, and addictaged to the addresses set forth below:

To Lesson a: 2 West Clay Park, SF, CA, 94121

To lesse in 3055-16th-5treet SF, CA 94103

or to such other addresses as a party may designate by written notice to the other party in the manher herein provi

45. Leasee to take fire insurance in the amount of the the Store.

lessor to be named as additional Insured. Lessee knows there is a Sotel upstairs and due to the age of the building, there may be some leaks of water; If any damages to goods, only the wholesale cost of merchandise to be paid.

No illegal activities should be allowed on the premises.

If Lease is assigned ansecurity deposit shall be taken by Lessor- a minimum of last three months rent of the remaining Leace.

50. Rents may increase if Lease is transferred or assigned to momeons alse.

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In Milliess Migerral, Cassorand Lastes bare executed	this Laure the day and year first above write		
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Prabhaben Patel	Abdo Mohamad	, 14 July	
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Later Service Services			- 110 i
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THIS LEASE HAS BEEN PREPARED FOR SUBMISSION	fto your attorney for his ap	PROYALL 1	NO H
REPRESENTATION OR RECOMMENDATION'S MADE AGENTS OR RMPLOYERS AS TO THE LICEL'S SUPPLIED	I BY BLATTEIS REALTY COMPANY	INC OR I	ITS : III
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Prabhaben Patel 668 Funston Avenue San Francisco, CA 94118

Weuse

(STANDARD FORM)

Wifte Mense, made this 10th

duvier April

teswied. £08£.

bereinaner called "LESSOR", and SAMBHU INC.

perclasfer called "LESSEE". Amit Motawala, & Sumilbhai K. Patel

(The word "Lessor" and the word "Lesse?" as us at hereinshall helicite the plant as well as the singular, and shall include apply to and bind and benefit the heirs, executors, administrators, successors and satigns of Lesser and Lessee. If there are more than one Lesser or Lessee, the obligations becamber imposed upon Lesser or Lessee shall be joint and several.)

Mittensettly Upon the terms, covenants and conditions set forth herein. Lessor hereby leases to Lessee, and Lessechires from Lessor, the following premises.

allumed in the City and County of San Francisco

. State of California:

3061-16th-Street, Eula Hotel, 25 rooms, Upper two Floors, including the entrance fromthhe street; as rooming house

It is flinker municily agreed between the Lessor and Lastee as follows:

TERM: The term of this Leuse shall be for 10 (Ten)

yests. _0_ F

commencing May 1, 2003

and ending April 30, 2013

2. RENT: Lesses agrees to pay to Lesses as minimum mountaly real for the premises the following in lawful money of the United Stoles of America:

. :40

Goodwill price of Lease is \$75000.00

Rent for the First and Last months shall be paid in advance,
for May 1, 2003- \$4000.00 and Last month will be \$5000.00, which
will be kept as Becurity Deposit. In Case of Default \$5000.00
will not be refundable. Interest will not be earned the deposit.
Commencing May 1, 2003 thru April 30,2005 ment shall be \$4000.00
(Four thousand dollars) per month.

(Four thousand dollars) per month.

(Five thousand dollars) per month .

Feb 04 14 02:13p Prebinaben Palel

- 47. The Lessee accepts the building in " AS Is Condition".
- 48. Periodical inspection of the building will be done by the Lessor at any time. Also, Lessee agrees to keep the premise in good repair, painting and sanitary condition at all times during the Lease. All future code work shall be performed by Lessee.
- 49. Lessee has to maintain and repair all skylights-glasses windows all the time. Any future taxes levied by the local or city Government will be paid by Lesses.
- Lease Deposit is kept for faitbful performance of Lease condition at no interest.
- Lessee shall have insurance on personal property and Lessor shall be an additional insured on Lessee's insurance policy. Lightlity Insuance minimum should be doe million dollars of Tr business is from the City & County of San Francisco, ie Any welfare program then, the City shall also be an additional insured. Refer page: #2, item 5a
 - 52. Any water damage from the hotel to store or tenant downstair is the sole responsibility of the Lesses.
 - 53. The premises shall be in habitable condition at all times.
 - 54. Any repair to the exterior or foof or the building shall be done by Leasee.
 - 55. No illegal activities are allowed in the premises.
 - 56. Lessee shall cooperate with local authorities and abide by rules and regulations fully.
 - 57. All Code Enforcement and/or Code Violations are sole responsibility of Lessee.

 - Lessee shall hold Lessor harmless from any claim arising due to the operation of the business.

באסטסטים לייסיקול לאלו באסטטסטים איסטסטסטים איסטסטסטים לייסטטסטים איסטסטסטים איסטסטסטים איסטסטסטים איסטסטסטים

3. USE OF PREMISES: Leases shall use said premises continuously and constantly during the term hereof for the purposes of conducting state of the full the full the full that in the full that in the full that it is the full tha

HOTEL Rooming House

- 4. TAXES: Lease agreed to pay to Lesson, in addition to the results berein provided, Tixty percent of any and all taxes and essessments, impositions, levies and fees commonly known as real entare taxes and assessments, impositions, levies and fees commonly known as real entare taxes and assessments, impositions, levies and fees commonly known as real entare taxes and extensively percent and property for the faculty of the last entare taxes of these levied upon each property for the faculty of the
- 5. LESSEE'S INSURANCE: Lesses shall purchase and maintain at Lessee's own expense the following types of minimum insurance which shall be in full force underfect during the term of this Lease and jury extension thereto in a responsible company authorized to do business in the mate when the during the terminal permises are shapted:
- (c) Bodily Injury, Personal Injury, and Property Danage insurance-with limits not less than \$ 2,000,000 combined single limit, covering the demised premises and sidewalks in front of antic, which shall name Lessor as an additional instinct (agreeing that this Insurance is considered primary for the protection of Lessor), and to furnish a certificate (or a full copy, if requested) of such policy to Lessor. Said policy shall contain a provision requiring thirty (30) days written notice from the insurance company to Lessor prior to reduction or encellation, and each policy or certificate thorsof shall be delivered to Lessor by Lesses upon communication of the term of this Lesse and upon each renewal of said insurance. No more frequently thus such three (b) years, if, in the opinion of Lessor's lender or of the insurance broker retained by Lessor, the amount of Bodily Injury, Personal Injury, and Property Damage liability insurance coverage at that time is not adequate. Lesses shall, at Lessee's sole continuous the insurance coverage as required by either Lessor's lender or Lessor's insurance broker.
- (b) Full glass insurance for all glass in or on the namises, including coverage for operating where required by governmental code.
 - (c) Worker's Compensation insurance as required by tow.
- (d) Insurance covering Leases's leasehold improvements, alterations, additions, and improvements permitted herein, trade fixtures, equipment, merehandiss, inventory and other personal property of Leases from line to time in, or upon, the premises in an amount not least than ninely (90%) herecal of the full replacement test thereof providing protection against any perfit included within the classification. Fire and Extended Coverage' together with insurance against sprinkler durings, vanishism and malicinumischied. Any processis shall be used for the repair or replacement of the property duringed or featured unless this Lease is reminisched property duringed to the provisions of Paragraph 18 of this Lease.
- (c) Adequate insurance to cover any lass or thomage coursed by burglary, vandations, forced carry or riot to Lossee's property, fixtures, merchandise, lessabold improvements, or to the demised premises, or to property, fixtures, or merchandise belonging to Lessac's agents, zervants, contractors, employees, licensees, invitees or customers.

The triture of Lescotti effect sold inturance in the mines herein culted for and to pay the premiums therefor of to deliver conficers to Lessor shall permit Lessor to effect sold insurance and pay the requisite premiums therefor, which preinfulns shall be repayable tooks Lessor immediately upon notice to Lessor. The limits of said insurance shall not, however, timit the historing of Lessor. Selection to provide a contileate thereof to Lessor, or to telephone Lessor for the case, in effecting said insurance, shall be a material breach of this Lessor.

43. SECURITY DEPOSIT: Upon execution of this Leave, Leaver has deposited with Leaver the following sum:

Dollars (5 5000.00

receipt of which is hereby acknowledged by Lessor. Said sum shall be held by Lessor as security for the faithful performance of Lessee of all the terms, covenants and conditions of this Lease by said Lessee to be kept and performed during the term hereof. if at any time during the term of this Lease any of the cent herein reserved, or any other sum payable by Lessee to Leasor hereunder. shall be overdue and empold, then Lessor may, at the option of Lessor, (but Lessor shall not be required to) appropriate and apply any partion of this Security Deposit to the payment of any such overdue rent or other sum. In the event of the failure of Lessee to keep and perform all of the terms, coverants and conditions of this Lease to be kept and performed by Leases, then at the option of Lessor, the Lessor may, after terminating this Lease, appropriate and apply the entire Security Deposit, or so much thereof as may be necessary, to compensate Leasur for all loss or damage sustained or suffered by Lessor, due to such breach on the part of Lessee. Should the artire Security Deposit, or any portion thereof, be appropriated and applied by Lessor for the payment of overdue rent or other sums due and payable to Lessor by Lesser becounder, the Lesson shall, upon the written demand of Lessor, forthwith remit to Lesser a sufficient amount in each to restore mid Security Deposit to the original sum, and Lessee's followe to do so within five (5) days after receipt of such demand shall constitute a breach of this Lease. Should Lesses comply with all of said terms, covernants and conditions and promptly pay all of the remultiers in provided for us it falls due, and all other sums grayable by Lessee to Lestor herounder, said Secirity Deposit shall be returned in full to Lessee at the end of the term of this Leuse or upon the earlier termination of this Lease under the provisions of Paragraph 18 hereof. Lessee acknowledges that this Security Deposit is not propaid sent and shall not be applied by Lessea to the payment of any rent due Lessor herein. No interest shall be poid on this Security Deposit by Lesson to Lesson. In the event that Lesson transfers said Security Deposit to Lesson's successor in interest. Lessor shell be discharged from any further liability with respect to such Security Deposit.

44. NOTICES: Whenever it is required that any notice be given herein, the same shall be sufficiently served by depositing the same in the United Scotes Mail. Certified and Return Receipt Requested, postage prepaid, and addressed to the addresses set torth below:

Tolessee at: 3051-75th Street, San Francisco, CA 94118

or to such other addresses as a purity may designate by written nutice to the other party in the manner herein provided.

- 45. Lessee shall at all times during the term of the lease . at Lessee's sole cost and expense, maintain in good condition and repair the electrical, plumbing, heating, alr-conditioning or any other equipment of the premises. Any repair of common usage with other tenant of the building shall be shared equally.
- 46. Lessee shall at all times during the term of the lense keep the sidewalk clean. Also, the sidewalk shall be steam-cleaned as , necessary at his sole expense.

See attached Page 11

Paragraphs 45 through 📆 were added to and made a part hereof prior to execution by Leasor and Leaser
In Milness Milpersof, Laster and Leases have executed this Lease the day and year first above withen.

Embhu Inc, Prabhaben Patel Amit Motawala

Sumilbhai K. Patel