

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

JSJBD CORP. D/B/A BLUE DOG'S PUB;  
STUART VINCENT, AN INDIVIDUAL;  
JEFFREY B. VINCENT, AN  
INDIVIDUAL; AND JEFF WHITE, AN  
INDIVIDUAL,

Appellants/Cross-Respondents,

vs.

TROPICANA INVESTMENTS, LLC, A  
CALIFORNIA LIMITED LIABILITY  
COMPANY,

Respondent/Cross-Appellant.

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Elizabeth A. Brown  
Clerk of Supreme Court  
Case No.: 80849

Appeal from the Eighth Judicial  
District Court, the Honorable  
Elizabeth Gonzalez Presiding

**RESPONDENT/CROSS-APPELLANT'S APPENDIX**

**Volume 2, Bates Nos. 188-377**

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**INDEX TO RESPONDENT/CROSS-APPELLANT'S APPENDIX**

<b><u>DOCUMENT DESCRIPTION</u></b>	<b><u>LOCATION</u></b>
Clerk's Exhibit List	Vol. 1, Bates Nos. RA 1-10
Defendant's Admitted Trial Exhibit C Stuart Vincent Guaranty	Vol. 1, Bates Nos. RA 11-13
Defendant's Admitted Trial Exhibit D Jeffrey White Guaranty	Vol. 1, Bates Nos. RA 14-16
Defendant's Admitted Trial Exhibit E Jeff White Guaranty	Vol. 1, Bates Nos. RA 17-19
Defendant's Admitted Trial Exhibit G Email from Danny Velarde to Jeff Chauncey Forwarding Invoice #1224 from Let It Rain Roofing for Roof Repair (03/24/16)	Vol. 1, Bates Nos. RA 20-23
Defendant's Admitted Trial Exhibit H Email from Joe Velarde to Jeff Chauncey Forwarding Invoice #15754-01 from J&J Enterprises Services, Inc. for Parking Lot (03/29/16)	Vol. 1, Bates Nos. RA 24-28
Defendant's Admitted Trial Exhibit I Email from Danny Velarde to Jeff Chauncey Forwarding Revised Invoice #1224 from Let It Rain Roofing for Roof Repair (03/26/16)	Vol. 1, Bates Nos. RA 29-32
Defendant's Admitted Trial Exhibit J Email from Joe Velarde with Proposed Addendum and Proposed Base Rent Amount (04/06/16)	Vol. 1, Bates Nos. RA 33-53
Defendant's Admitted Trial Exhibit L Email from Joe Velarde to Stuart Vincent Regarding Landlord's Lease Addendum and Lease Guaranties (04/20/16)	Vol. 1, Bates Nos. RA 54-55
Defendant's Admitted Trial Exhibit M Email from Joe Velarde to Jeff Chauncey Attaching Stuart Vincent's April 26, 2016 Response to Lease Addendum (04/27/16)	Vol. 1, Bates Nos. RA 56-58
Defendant's Admitted Trial Exhibit O Email from Joe Velarde to Stuart Vincent Attaching April 28, 2016; May 10, 2016; and May 19, 2016 Letters from Landlord (05/19/16)	Vol. 1, Bates Nos. RA 59-64

<b><u>DOCUMENT DESCRIPTION</u></b>	<b><u>LOCATION</u></b>
Defendant's Admitted Trial Exhibit P Email from Rachel Sully (Kaempfer Crowell) to Jeff Chauncey Regarding Corporate Conversion and Exercise of September 1, 2016 Five-Year Option on Lease (08/11/16)	Vol. 1, Bates Nos. RA 65-67
Defendant's Admitted Trial Exhibit Q Email from Rachel Sully (Kaempfer Crowell) to Jeff Chauncey Regarding Lease Guaranties (09/02/16)	Vol. 1, Bates Nos. RA 68-69
Defendant's Admitted Trial Exhibit R Letter from Lesley Miller (Kaempfer Crowell) to John Sacco Regarding Proposed Lease Amendment with Redlined Lease Language Insert (09/16/16)	Vol. 1, Bates Nos. RA 70-73
Defendant's Admitted Trial Exhibit S Letter from John Sacco to Lesley Miller (Kaempfer Crowell) Enclosing Execution Copy of New Lease and Separate Copy of Rules and Regulations (09/23/16)	Vol. 1, Bates Nos. RA 74-115
Defendant's Admitted Trial Exhibit T Email from Lesley Miller (Kaempfer Crowell) Requesting Copy of September 23, 2016 Letter (10/18/16)	Vol. 1, Bates Nos. RA 116-118
Defendant's Admitted Trial Exhibit U Email from Leah Dell to Lesley Miller (Kaempfer Crowell) Forwarding Copy of September 23, 2016 Letter (10/18/16)	Vol. 1, Bates Nos. RA 119-120
Defendant's Admitted Trial Exhibit V Email from Rachel Sully (Kaempfer Crowell) to John Sacco Regarding Anticipated Response (11/07/16)	Vol. 1, Bates Nos. RA 121-122
Defendant's Admitted Trial Exhibit W Email from John Sacco to Rachel Sully (Kaempfer Crowell) Requesting Status (03/24/17)	Vol. 1, Bates Nos. RA 123-124
Defendant's Admitted Trial Exhibit X Email from Rachel Sully (Kaempfer Crowell) to John Sacco with Tenant's Lease Revisions (03/30/17)	Vol. 1, Bates Nos. RA 125-128

<b><u>DOCUMENT DESCRIPTION</u></b>	<b><u>LOCATION</u></b>
Defendant's Admitted Trial Exhibit Y Email Chain Between John Sacco and Rachel Sully (Kaempfer Crowell) Requesting/Promising Revisions in Word (04/04/17)	Vol. 1, Bates Nos. RA 129-134
Defendant's Admitted Trial Exhibit Z Email from John Sacco to Rachel Sully (Kaempfer Crowell) Requesting Status of Revisions in Word (05/31/17)	Vol. 1, Bates Nos. RA 135-136
Defendant's Admitted Trial Exhibit AA Email from Rachel Sully (Kaempfer Crowell) to John Sacco with Revisions in Word (06/26/17)	Vol. 1, Bates Nos. RA 137-187
Defendant's Admitted Trial Exhibit BB Email from John Sacco to Rachel Sully (Kaempfer Crowell) with Lease Revisions (07/03/17)	Vol. 2, Bates Nos. RA 188-281
Defendant's Admitted Trial Exhibit CC Email from John Sacco to Lucas Grower Forwarding the July Lease Revisions (08/18/17)	Vol. 2, Bates Nos. RA 282-377
Defendant's Admitted Trial Exhibit DD Email Chain Between John Sacco and Lucas Grower Regarding Lease Revisions and CAM Reports (08/21/17)	Vol. 3, Bates Nos. RA 378-380
Defendant's Admitted Trial Exhibit EE Email from Lucas Grower to John Sacco Regarding Expected Response to September 6, 2017 Letter (09/19/17)	Vol. 3, Bates Nos. RA 381-382
Defendant's Admitted Trial Exhibit FF Email from John Sacco to Lucas Grower Regarding Status of Lease Negotiations (09/25/17)	Vol. 3, Bates Nos. RA 383-384
Defendant's Admitted Trial Exhibit GG Email Chain Between John Sacco and Lucas Grower Regarding Status of Lease Negotiations (10/03/17)	Vol. 3, Bates Nos. RA 385-388
Defendant's Admitted Trial Exhibit JJ Letter from Lucas Grower to John Sacco Requesting CAM Report and Claiming Month to Month Tenancy (12/20/17)	Vol. 3, Bates Nos. RA 389-391
Defendant's Admitted Trial Exhibit NN Common Area Maintenance Fee Comp Report	Vol. 3, Bates Nos. RA 392-394



<b><u>DOCUMENT DESCRIPTION</u></b>	<b><u>LOCATION</u></b>
Defendant's Admitted Trial Exhibit PP Letter from Landlord to Stuart Vincent Regarding Roof Water Issues Enclosing HVAC Invoice (05/10/16)	Vol. 3, Bates Nos. RA 395-397
Defendant's Admitted Trial Exhibit QQ Letter from Lesley Miller (Kaempfer Crowell) to Jeff Chauncey Regarding Corporate Conversion and Exercise of September 1, 2016 Five-Year Option on Lease (08/31/16)	Vol. 3, Bates Nos. RA 398-404
Defendant's Admitted Trial Exhibit RR Email from John Sacco to Lesley Miller with Attached Correspondence Regarding Lease Amendment (09/07/16)	Vol. 3, Bates Nos. RA 405-410
Defendant's Admitted Trial Exhibit SS Letter from Lucas Grower to John Sacco Advising of Change in Counsel (08/07/17)	Vol. 3, Bates Nos. RA 411-412
Defendant's Admitted Trial Exhibit TT Email from John Sacco to Lucas Grower (08/18/17)	Vol. 3, Bates Nos. RA 413-494
Defendant's Admitted Trial Exhibit UU Letter from John Sacco to Lucas Grower Regarding Rent and History of Lease Negotiations with 1996 Option Agreement, 2006 Lease Addendum, and August 2, 2016 Exercise of Option Letter from Lesley Miller (09/06/17)	Vol. 3, Bates Nos. RA 495-505
Defendant's Admitted Trial Exhibit VV Letter from Tropicana Investments to Stuart Vincent Regarding Sewer Charges (07/12/18)	Vol. 3, Bates Nos. RA 506-508
Defendant's Admitted Trial Exhibit WW Letter from Tropicana Investments to Jeff Vincent Regarding Sewer Fees 2014/2015 (08/04/14)	Vol. 3, Bates Nos. RA 509-510
Defendant's Admitted Trial Exhibit XX Letter from Tropicana Investments to Jeff Vincent Regarding Sewer Fees 2013/2014 (08/06/13)	Vol. 3, Bates Nos. RA 511-512
Defendant's Admitted Trial Exhibit YY Letter from Tropicana Investments to Jeff Vincent Regarding Sewer Charges (08/06/12)	Vol. 3, Bates Nos. RA 513-515

<b><u>DOCUMENT DESCRIPTION</u></b>	<b><u>LOCATION</u></b>
Defendant's Admitted Trial Exhibit DDD Email from Joe Velarde to Jeff Chauncey Regarding JSJ Lease Addendum (06/13/07)	Vol. 3, Bates Nos. RA 516-518
Notice of Subpoena and Deposition of NRCP 30(b)(6) Designee of JSJBD Corp.	Vol. 3, Bates Nos. RA 519-521
Docket Case No. A-18-785311-B	Vol. 3, Bates Nos. RA 522-529

# Defendant's Admitted Trial Exhibit BB

**Leah Dell**

---

**From:** John Sacco  
**Sent:** Monday, July 03, 2017 12:23 PM  
**To:** Rachel Sully  
**Cc:** Lesley Miller  
**Subject:** FW: JSJBD CORP dba Blue Dogs Pub Lease Agreement - Clean and Redline Comparison (8732-029)  
**Attachments:** JSJBD CORP dba Blue Dogs Pub Lease Agreement (Tenant clean to JMS clean 7-1-17).DOCX; JSJBD CORP dba Blue Dogs Pub Lease Agreement (JMS clean 7-1-17).DOCX

Good afternoon, Rachel;

Attached are our revisions to the draft/redline you recently sent .

You will notice that I have reinserted most of the standard provisions which you had deleted. The Landlord will not deviate on these points, which as you know are customary and commonly used.

I have clarified that the Effective Date of the Lease , if it ever gets executed, is September 1, 2016 . Your client's request for exclusive parking is acknowledged. And some of your requested changes have been incorporated.

If you have any further comments, please keep them to a bare minimum, as my client has instructed me that he will not modify from the standard Lease on most of the issues you submitted.

If you think that a telephonic discussion may help in getting this finalized, just let me know and we can arrange a mutually agreeable time.

We look forward to your prompt response, as we've been tinkering with this for over 10 months, perhaps more.

Thanks

John

---

**From:** Leah Dell  
**Sent:** Monday, July 03, 2017 9:24 AM  
**To:** John Sacco  
**Subject:** JSJBD CORP dba Blue Dogs Pub Lease Agreement - Clean and Redline Comparison (8732-029)



MARQUIS AURBACH  
COFFING

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## TROPICANA PLAZA SHOPPING CENTER

### LEASE

THIS LEASE ("Lease") is made and entered into this 22nd<sup>1</sup> day of July, 2017, effective as of September 1, 2016<sup>2</sup>, (the "Effective Date")<sup>3</sup>, by and between Tropicana Investments, a California Limited Liability Company (hereinafter referred to as "Landlord") and JSJBD CORP, a Nevada Corporation (hereinafter referred to as "Tenant").

#### SECTION 1. DEMISED PREMISES.

Upon the conditions, limitations, covenants and agreements set forth below, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that store area in Tropicana Plaza (the "Center"), which Center is described on Exhibit A-1 attached hereto and incorporated herein by reference, located at 3430 E. Tropicana Avenue, Las Vegas, Nevada 89121 denominated as space(s) no. 27-29, and indicated by cross-hatching on the site plan attached hereto as Exhibit A-2 and incorporated herein by reference ("Leased Property") consisting of approximately Four Thousand Two Hundred (4,200 +/-) square feet. Such square footage number shall be used in this lease for the sole purpose of determining Tenant's portion of the Center's Operating Costs, Parking and Common Areas (Section 10.). Landlord reserves to itself the use of the roof, exterior walls (other than store fronts) and the area above and below the Leased Property together with the right to install, maintain, use, repair and replace pipes, ducts, conduits, wires and structural elements now or in the future leading through the Leased Property and which serve other parts of the Center; ~~provided, however that~~<sup>8</sup>, Unless deemed an emergency repair,<sup>9</sup> Landlord shall provide Tenant at least seven (7) days' written notice prior to the commencement of any such work and provided further that Landlord shall secure permits from all applicable authorities and display such permits in a public and conspicuous place. In the event such work occurs and Tenant is hindered from conducting business at the Leased Property, Tenant shall be entitled to rent abatement in the amount of \$1,500.00 per day<sup>10</sup>.

~~1.02~~ Landlord shall have the right to relocate the Leased Property to another part of the building in accordance with the following:<sup>11</sup>

- a. ~~The new premises shall be substantially the same in size as the Leased Premises described in this Lease, and if the relocation occurs after the Commencement Date, shall be placed in that condition by Landlord at Landlord's cost.~~<sup>12</sup>
- b. ~~Landlord shall give Tenant at least thirty (30) days written notice of Landlord's intention to relocate the Leased Premises.~~<sup>13</sup>
- c. ~~As nearly as practicable, the physical relocation of the Leased Premises shall be performed on a weekend and shall be completed before the following Monday. If the physical relocation has not been completed in a reasonable time, Base Rent shall abate from the time the physical relocation commences to the time it is completed. Upon completion of such relocation, the new premises shall become the "Leased Premises" under this Lease.~~<sup>14</sup>

d. All reasonable physical moving costs incurred by Tenant as a result of the relocation shall be paid by the Landlord.<sup>15</sup>

e. If the new premises are smaller than the Leased Premises as it existed before the relocation, Base Rent shall be reduced proportionately.<sup>16</sup>

f. The parties hereto shall immediately execute an amendment to this Lease setting forth the relocation of the Leased Premises and the reduction of Base Rent, if any.<sup>17</sup>

g. All incidental costs incurred by Tenant as a result of the relocation<sup>18</sup>, including, without limitation,<sup>19</sup> costs incurred in changing addresses on stationary, business cards, directories, advertising, and other such items shall be paid by Landlord in a sum not to exceed \$500.00.<sup>20</sup>

## SECTION 2. TERM.

**2.01** The term of this Lease shall be for a period of **Sixty (60)** months, commencing on the occupancy date<sup>21</sup> Effective Date<sup>22</sup>, as hereinafter<sup>23</sup> hereinabove<sup>24</sup> defined, unless terminated earlier as elsewhere herein provided; provided that if the occupancy date is not the first day of a calendar month the term hereof shall be for **Sixty (60)** months plus the period between the occupancy date and the first day of the next succeeding calendar month. At such time as the commencement date shall have been established, Landlord and Tenant shall execute a memorandum in the form of Exhibit B attached hereto and incorporated herein by reference confirming said date. The failure of either party to execute and/or deliver such memorandum shall not delay the occupancy date<sup>25</sup> Effective Date<sup>26</sup> or vitiate the effectiveness of this Lease.

**2.02** Notwithstanding anything to the contrary in Exhibit C, Landlord and Tenant acknowledge and agree that Landlord has no obligation whatsoever to perform any work, repairs, maintenance, or make any improvements to the Leased Property<sup>27</sup>.

**2.02.**<sup>28</sup>

**2.03** In the event that any of the improvements shown on Exhibit C are to be completed by Tenant pursuant to agreement between Landlord and Tenant, the "Occupancy Date" shall be deemed to refer to that date which is the earlier of: (i) thirty (30) days after Landlord notifies Tenant in writing that the Leased Property is ready for construction and/or installation of improvements by Tenant or (ii) the date on which Tenant is first admitted to (or offered admission to) the Leased Property for purposes of constructing or installing such improvements. If any improvements installed by Tenant are to be at Landlord's expense, then Tenant shall promptly pay all suppliers, laborers, materialmen, mechanics, contractors, and subcontractors<sup>29</sup> performing any such work<sup>30</sup> and/or supplying any materials therefor; any reimbursement to be made by Landlord (if any, the same shall be shown on Exhibit C hereto) shall be made within seven (7) days after all work to be performed by Tenant has been completed (and inspected and approved by Landlord); all certificates of occupancy have been issued for the occupancy of the Leased Property by Tenant; all lien releases have been obtained; and Tenant has opened for business.<sup>31</sup> INTENTIONALLY DELETED.<sup>32</sup>



**2.04** If Landlord agrees in writing that Tenant may hold over after the expiration or termination of this Lease, unless the parties hereto otherwise agree in writing on the terms of such holding over, the holdover tenancy shall be subject to termination by Landlord or Tenant at any time upon not less than<sup>33</sup> than<sup>34</sup> thirty (30) days prior written notice. No holding over by the Tenant, whether with or without consent of Landlord, shall operate to extend this Lease.

**2.05** Landlord or Tenant shall give written notice of termination by certified mail to the other at least ninety (90) days prior to the expiration date of any renewal term of the lease.

### **SECTION 3. RENT**

**3.01** Subject to adjustment as hereinafter provided, Tenant shall pay Landlord as base minimum rent (Base Rent) for the term of this Lease, the total sum of **Five Hundred Sixteen Thousand Six Hundred Dollars & 00/100 (\$516,600.00)**. Beginning on the occupancy date<sup>35</sup> Effective Date<sup>36</sup>, Tenant shall pay to Landlord minimum monthly rent as follows:

9/01/16 - 8/31/17 @ \$8,190.00 per month, \$98,280.00 per annum.

9/01/17 - 8/31/18 @ \$8,400.00 per month, \$100,800.00 per annum.

9/01/18 - 8/31/19 @ \$8,610.00 per month, \$103,320.00 per annum.

9/01/19 - 8/31/20 @ \$8,820.00 per month, \$105,840.00 per annum.

9/01/20 - 8/31/21 @ \$9,030.00 per month, \$108,360.00 per annum.

provided that if the lease term includes a fractional month, for that fractional month Tenant shall pay as minimum rent that proportion of the minimum monthly rent due which the number of days in said fractional month bears to the total number of days in said month.

**3.02** The monthly Base Rent amounts shall be paid to Landlord in advance on the first day of each month during the term of this Lease. Base Rent for any fractional month shall be<sup>37</sup> calculated accordingly.

(a) "Lease year" shall mean the twelve (12) month calendar year, except that in the event the Occupancy Date occurs on a date other than January 1, the first lease year hereunder shall be that fractional part of the calendar year from the Occupancy Date to December 31 of the same year and the final lease year shall be that fractional part of the calendar year from January 1 to the termination date.

**3.03** Provided Tenant is in compliance with each and every term, covenant and condition hereof on its part to be performed,<sup>38</sup> Tenant shall have the option to extend this Lease for **Two (2)** extension terms of **Five (5)** years, commencing on the expiration date hereof. Said option shall be exercised by giving Landlord notice in writing of such election at least ninety (90) days prior to the expiration of the original term. Such extension term shall be on the same terms as this Lease, except that the minimum Base Rent provided in Section 3.01 of the Lease shall be equal to the average rental rate of other tenants in the Center at the time of the commencement of the applicable extension<sup>39</sup> negotiated but in no event reduced, and in no event less than the Base Rent existing on the last day of the expiring



term, plus three percent (3%) thereof, with a corresponding three percent (3%) increase for each additional year of the extended<sup>40</sup> term<sup>41</sup>.

**3.04** All rents and other monies required to be paid by Tenant hereunder shall be paid to Landlord without deduction or offset, prior notice or demand, in lawful money of the United States of America, at P.O. Box 50170, Lighthouse Point, FL 33074, or at such other place as Landlord may, from time to time, designate upon thirty (30) days' prior written notice. Notwithstanding the immediately preceding sentence, Landlord agrees that Tenant may make payment of monies due hereunder by a personal or business check drawn on a financial institution located in the county in which the Center is located; provided, however, that if at any time any such check is dishonored or returned to Landlord or Landlord's bank without payment then, in addition to the other remedies available to Landlord hereunder, Landlord may thereafter require Tenant to make payment of monies due hereunder in cash or by certified check drawn on a financial institution acceptable to Landlord and located within the county in which the Center is located. ~~Tenant may make such payments directly to the appointed local property manager (the "Property Manager") of the Center during standard business hours, whereupon the Tenant will be provided a written receipt of payment. The contact information for the Property Manager is as follows: \_\_\_\_\_.~~ Landlord shall notify Tenant in writing of any changes with respect to the Property Manager.<sup>42</sup>

**3.05** ~~Intentionally Omitted.~~<sup>43</sup> If Tenant shall fail to pay, when the same is due and payable, any rent, or any additional rent, or any other amount or charges to be paid by Tenant hereunder, such unpaid amount in addition to any late fee shall bear interest from the due date thereof to the date of payment at a rate which is eighteen percent (18%) per annum, or (ii) the highest rate which may lawfully be charged therefor.<sup>44</sup>

**3.06** If at any time any payment made by Tenant hereunder is **not RECEIVED by Landlord within ten<sup>45</sup> five<sup>46</sup> (10<sup>47</sup> 5<sup>48</sup>) days after the due date thereof**, then, in addition to interest as provided in Section 3.04<sup>49</sup> 3.04<sup>50</sup> hereof, Tenant shall pay on demand with respect to each such late payment and as additional rent a late charge equal to ~~one<sup>51</sup> ten<sup>52</sup>~~ percent (~~1<sup>53</sup> 10<sup>54</sup>~~%) of the amount not timely paid. If, at any time any personal or business check proffered by Tenant in payment of any obligation hereunder shall be dishonored by the bank or other financial institution on which it is drawn, Tenant shall pay a dishonored check charge equal to fifty dollars (\$50.00) for each check so dishonored; if a dishonored check is re-submitted and again dishonored, an additional dishonored check charge shall be paid by Tenant. Tenant acknowledges that such late charges and dishonored check charges represent reasonable approximations of the additional time, effort and expense incurred by Landlord as a result of such late payment and/or dishonored check, as the case may be.

**3.07** Landlord may apply any and all monies received from Tenant to Tenant's then due or past due obligations in such order as Landlord, in its sole discretion, may elect.

#### **SECTION 4. INTENTIONALLY OMITTED.**

~~No slot machine or other gambling game or device shall be permitted on the Leased Property<sup>55</sup> without the prior written consent of Landlord<sup>56, 57</sup>.~~

Trop. Rev. 9/16

4

Initials  
Landlord \_\_\_\_\_  
Tenant \_\_\_\_\_

## SECTION 5. SECURITY DEPOSIT.

Tenant, prior to the execution of this Lease, has deposited with Landlord the sum of ~~Eight~~<sup>58</sup> ~~Fifteen~~<sup>59</sup> ~~Thousand Dollars (\$8,000.00~~<sup>60</sup> 15,000.00<sup>61</sup>) receipt of which is hereby acknowledged by Landlord. Said deposit shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease by Tenant to be kept and performed during the term hereof, provided that Tenant shall not be excused from the payment of any rent herein reserved or any other charge herein provided. If Tenant defaults with respect to any provision of this Lease and has not remedied such default ~~after a reasonable opportunity to cure as set forth herein~~<sup>62</sup> within 30 days after receiving written notice from Landlord<sup>63</sup>, Landlord may, but shall not be required to use or retain all or any part of such security deposit for the payment of any rent, to repair damages to the Leased Property, to clean the Leased Property or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount.<sup>64</sup> Landlord shall not be required to keep such security deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. Should Tenant comply with all of said terms, covenants and conditions and ~~with payments of~~<sup>65</sup> promptly pay<sup>66</sup> all the rental amounts as herein provided, and all other sums payable by Tenant to Landlord hereunder, then the said deposit shall be returned to Tenant within thirty (30) days after the end of the term of this Lease or after the last payment due from Tenant to Landlord is paid, whichever last occurs. In the event of sale or transfer of the Center or of any portion thereof containing the Leased Property, if Landlord transfers the security to the vendee or transferee for the benefit of Tenant, or if such vendee or transferee assumes all liability with respect to such security, Tenant shall receive written confirmation from Landlord and any such vendee or transferee that the security has been so transferred. Upon such written notice, ~~Tenant shall release~~<sup>67</sup> Landlord from<sup>68</sup> shall be considered released by Tenant from all<sup>69</sup> liability for the return of such security, and Tenant agrees to look solely to the new Landlord for the return of the security, and it is agreed that this Section 5 shall apply to every transfer or assignment to a new Landlord.

## SECTION 6. POSSESSION AND SURRENDER OF LEASED PROPERTY.

**6.01** Tenant shall by entering upon and occupying the Leased Property be deemed to have accepted the Leased Property and Landlord shall not be liable for any latent or patent defect therein<sup>70</sup>.

**6.02** Upon the expiration or sooner termination of the term of this Lease, if Tenant has fully and faithfully performed all of the terms, conditions and covenants of this Lease to be performed by Tenant, but not otherwise, Tenant shall, at its sole cost and expense, remove all personal property which Tenant has placed on (but not affixed to) the Leased Property (all of which are hereinafter referred to as "Tenant's property"). Tenant shall repair all damage thereto resulting from such removal and Tenant shall thereupon surrender the Leased Property in substantially the same condition as on the date when the Leased Property was delivered to Tenant, reasonable wear and tear excepted. If Tenant has not

*Trop. Rev. 9/16*

5

Initials  
Landlord\_\_\_\_  
Tenant\_\_\_\_

fully and faithfully performed all of the terms, conditions and covenants of this Lease to be performed by Tenant, Tenant shall nevertheless remove Tenant's property from the Leased Property in the manner aforesaid within ~~forty-five (45)~~<sup>71</sup> ~~fifteen (15)~~<sup>72</sup> days after receipt of written direction to do so from Landlord. In the event Tenant shall fail to remove any of Tenant's property as provided herein, Landlord may, but is not obligated to, at Tenant's expense, remove all of such property not so removed and repair all damage to the Leased Property resulting from such removal, Landlord shall have no responsibility to Tenant for any loss or damage to said property caused by or resulting from such removal or otherwise. If the Leased Property is not surrendered at the end of the Lease term, Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Leased Property including, without limitation, any claims made by any succeeding tenant founded on such delay. Unless otherwise specified or directed by Landlord, all items brought onto the Leased Property which are affixed to or installed in the Leased Property in any manner shall be deemed fixtures and shall be and become the property of the Landlord upon expiration or sooner termination of this Lease<sup>73</sup>.

## SECTION 7. USE OF LEASED PROPERTY

**7.01** The Leased Property is leased to Tenant solely for use as a **Gaming Bar & Restaurant**, and no other use is or shall be permitted without prior written consent of Landlord. Tenant shall conduct business under the trade name of **Blue Dogs Pub.**<sup>74</sup>

**7.02** Tenant shall not, without prior written consent of all insurance companies which have issued any insurance of any kind whatsoever with respect to the Leased Property or the Center, sell, or suffer to be kept, used or sold in, upon or about the Leased Property any gasoline, distillate or other petroleum products or any other substance or material of an explosive, inflammable or radiological nature, in such quantities as may be prohibited by any such insurance policy, or which may endanger any part of the Center or its occupants, business patrons or invitees.

**7.03** Landlord hereby acknowledges and agrees that certain machines and devices currently exist in the Leased Property and Tenant shall be expressly permitted to continue to operate all such existing machines and devices in the Leased Property. With respect to any machines or devices which are not currently existing in the Leased Property, Tenant shall not, without Landlord's prior written approval, operate or permit to be operated on the Leased Property or in the Center any coin or token-operated vending machines or similar device for the sale or leasing to the public of any goods, wares, merchandise, food, beverages, and/or service, including, without limitation, pay telephones, pay lockers, pay toilets, scales and amusement devices.

**7.04** Tenant shall refrain from using or permitting the use of the Leased Property or any portion thereof as living quarters, sleeping quarters or lodging rooms.

**7.05** Tenant shall refrain from using or permitting the use of the Leased Property or any portion thereof for office, clerical or other non-selling purposes, except space in the Leased Property may be used for such purposes to such extent as is reasonably required for the conduct of Tenant's business thereon or as otherwise designated in writing by the parties.



<sup>75</sup>Landlord hereby acknowledges and agrees that space in the Leased Property is currently used for office and clerical purposes to conduct Tenant's business and that Tenant is expressly permitted to continue to use such space for office and clerical purposes.

**7.06** Tenant shall not, without Landlord's prior written approval, conduct or permit any fire, bankruptcy, auction, "going out of business", "moving" or similar sale in, on or about the Leased Property.

**7.07** All fixtures, showcases and other equipment to be used by Tenant in, about or upon the Leased Property which are not currently existing in, about or upon the Leased Property shall be subject to the prior written approval of Landlord. Any and all existing fixtures, showcases and other equipment in, about or upon the Leased Property is hereby approved by Landlord.

**7.08** Except as already existing in the Leased Property, Tenant shall not, without Landlord's prior written approval, cover or obstruct any windows, glass doors, lights, skylights, or other apertures that reflect or admit light into the Leased Property.

**7.09** Tenant shall not, without Landlord's prior written approval, allow display windows of the Leased Property to be empty or untrimmed at any time.

**7.10** Tenant shall refrain from keeping or permitting the keeping of any animals of any kind in, about or upon the Leased Property without Landlord's prior written approval; provided, however, that if the business conducted by Tenant on the Leased Property includes the sale of pets, Tenant may keep such animals on the Leased Property as are normally kept for such business, including service animals.

**7.11** Except to the extent the Leased Property is now used for storage or warehouse purposes, Tenant shall not use the Leased Property for additional storage or warehouse purposes beyond such use as is reasonably required to keep Tenant's store adequately stocked for retail sales in, at or from the Leased Property.

**7.12** Except as provided for elsewhere herein, Tenant shall keep and maintain in good order, condition and repair (including any such replacement and restoration as is required for that purpose) the Leased Property and every part thereof and any and all appurtenances thereto wherever located, including, but without limitation, the exterior and interior portion of all doors, door checks, windows, plate glass, store front, all plumbing and sewage facilities within the Leased Property including free flow up to the main sewer,<sup>76</sup> fixtures, heating and air conditioning and electrical systems (whether or not located in the Leased Property), sprinkler system, walls, floors and ceilings, and any work performed by or on behalf of Tenant hereunder. Tenant shall also keep and maintain in good order, condition and repair (including any such replacement and restoration as is required for that purpose) any special equipment, fixtures or facilities other than the usual and ordinary plumbing and utility facilities, which special facilities shall include but not be limited to grease traps, located outside the Leased Property. Landlord agrees to provide Tenant the benefit of any warranties Landlord may have pertaining to those parts of the Leased Property Tenant is responsible for maintaining hereunder. Tenant shall store all trash and garbage in metal

containers designated by Landlord and so as not to be visible or create a nuisance to customers and business invitees in the Center, and so as not to create or permit any health or fire hazard.

7.13 Tenant shall at all times during the term of the Lease comply with all governmental rules, regulations, ordinances, statutes and laws, and the orders and regulations of the National Board of Fire Underwriters or any other body now or hereafter exercising similar functions, now or hereafter in effect pertaining to the Center, the Leased Property or Tenant's use thereof.

7.14 Tenant hereby covenants and agrees that it, its agents, employees, servants, contractors, subtenants and licensees shall abide by the Rules and Regulations attached hereto as Exhibit D and incorporated herein by reference.—<sup>77</sup>Tenant acknowledges that ~~<sup>78</sup>Landlord may amend or otherwise modify said Rules and Regulations or adopt <sup>79</sup>and such <sup>80</sup>additional reasonable <sup>81</sup>rules and regulations hereafter adopted and amendments and modifications of any of the foregoing as Landlord may, from time to time, adopt <sup>82</sup>~~ for the safety, care and cleanliness of the Leased Property or the Center or for the preservation of good order thereon. Tenant shall comply with all such amendments, modifications or additional rules and regulations to the extent that Landlord provides Tenant notice of such amendments, modifications or additions in writing at least thirty (30) days prior to such time the amended, modified or additional rule or regulation is to take effect.

7.15 Intentionally Omitted: ~~<sup>83</sup>INTENTIONALLY OMITTED. <sup>84</sup>~~

7.16 Tenant shall use the Leased Property solely for the purposes set forth in Section 7.01. Tenant shall take all necessary action to prevent and avoid foul odors, emissions, fumes, liquids or other substances or excessive noise from any source from escaping or extending beyond the Leased Property. In addition, Tenant shall not do, permit or suffer anything to be done, or kept upon the Leased Property which will obstruct or interfere in any manner with the rights of other Tenants, Landlord or the patrons and customers of any of them, or which will annoy any of them or their patrons or customers, nor will Tenant commit or permit any nuisance on the Leased Property or commit or suffer any immoral or illegal act to be committed thereon. Without limiting the generality and broad scope of the foregoing Covenants and prohibitions, Tenant shall not permit, cause or suffer unreasonable or excessive noise or sound to extend beyond the Leased Property, including but not limited to sound emanating from voices, music, entertainment, signing, video tapes, loud speakers, recording devices, microphones, or any other natural and/or mechanized device. Tenant specifically agrees that in the event of any breach or default of the foregoing Covenants and prohibitions by Tenant or any of Tenant's employees, agents, patrons or customers, Landlord shall be entitled to obtain injunctive relief to seek immediate abatement of any of the matters referred to herein, and Landlord may also obtain damages, in accordance with the provisions of NRS 40.140.—~~Landlord shall take all necessary action to prevent and avoid i) foul odors, emissions, fumes, liquids or other substances, and ii) unreasonable or excessive noise in the Center. Landlord specifically agrees that in the event of any breach or default of the foregoing, Tenant shall be entitled to any and all remedies set forth in this Lease, as well as any and all remedies permitted under law. <sup>85</sup>~~

7.17 No cooking shall be done or permitted by any Tenant on the Leased Property nor shall they be used for the manufacture of merchandise; provided, however, that if the business conducted by Tenant on the Leased Property includes sale of prepared food, Tenant may conduct such cooking on the Leased Property as is normally incident to such business. Tenant to comply with all local, city & state codes, permits and licenses.

~~7.18.~~<sup>86</sup> 7.18. Tenant shall operate all of the Leased Property during the entire Lease Term with sound business practice, due diligence, and efficiency.<sup>87</sup>

7.19. Retail & Food Related Tenant's: Tenant shall provide, install, and at all times maintain in the Leased Property all suitable furniture, fixtures, equipment, and other personal property necessary for the conduct of Tenant's business therein, in a businesslike manner, shall carry at all times in the Leased Property a stock of merchandise of such size, character and quality as shall be reasonably designed to produce the maximum return to Tenant, and shall staff the Leased Property at all times with sufficient sales personnel to serve its customers. Tenant represents to Landlord and Landlord hereby acknowledges that the current operating hours of Tenant are XXXXXXXXXX. In the event such Tenant alters the current operating hours, Tenant shall provide Landlord written notice of the new operating hours.

## SECTION 8. ALTERATIONS AND IMPROVEMENTS

8.01. ~~Intentionally Omitted.~~<sup>88</sup> INTENTIONALLY OMITTED.<sup>89</sup>

8.02 Work to be performed by Tenant: Any work or improvement to be performed by Tenant must first have Landlord's written approval and comply with all local, city & state codes, permits and licenses.

8.03 ~~Intentionally Omitted.~~<sup>90</sup> Tenant shall observe and perform all of its obligations under this Lease, from the date upon which the Leased Property is occupied and from the Effective Date of the Lease term in the same manner as though the Lease term began when the Leased Property was so made available to Tenant.<sup>91</sup>

8.04 Tenant shall not make any additions, alterations improvements or changes ("improvements") in or to the Leased Property without the prior written approval of Landlord, which approval shall not be unreasonably withheld or denied. Except as provided in Exhibit C hereto, any improvements shall be at the sole cost and expense of Tenant. Any improvements shall be made promptly and in good and workmanlike manner and in compliance with all insurance requirements and with all applicable permits, authorizations, building regulations, zoning laws and all other governmental rules, regulations, ordinances, statutes and laws, now or hereafter in effect pertaining to the Leased Property or Tenant's use thereof. Any improvements made by Tenant shall at Landlord's option become the property of Landlord upon the expiration or sooner termination of this Lease<sup>92</sup>. However, Landlord shall have the right to require Tenant to remove such improvements, at Tenant's sole cost and expense, upon such termination of this Lease and to surrender the Leased Property in the same condition as it was prior to the making of any or all such improvements, ordinary wear and tear accepted.



**8.05** Tenant will not create or permit to be created or to remain, and will discharge within 15 days from the date of recordation, any mechanic's or materialmen's lien, encumbrance or charge upon fixtures, equipment, or personal property located within the Leased Property.

**8.06 SIGNS.**

A. Existing Signage. Landlord hereby expressly acknowledges and agrees that existing signage has been previously affixed to the Leased Property by Tenant and such existing signage shall require no additional action or approvals. If Tenant desires to affix any additional signage, the Tenant shall comply with the terms of Section 8.06(B). Notwithstanding anything to the contrary set forth herein, Tenant acknowledges and agrees that within Sixty (60) days from the date the Lease is executed the existing fascia and signage used by Tenant shall be replaced with new signage.<sup>93</sup>

B. Additional Signage. The Tenant may affix and maintain upon the glass panes and supports of the show windows and within twelve (12) inches of any window and upon the exterior walls of the building only such additional signs, advertising placards, names, insignia, trademarks and descriptive material as shall have first received the written approval of the Landlord as to size, type, color, location, copy, nature and display qualities. All expenses of which including but not limited to, lettering, plexiglass faces, or any other alterations shall be at the sole cost/expense of the Tenant. Anything to the contrary in this Lease notwithstanding, Tenant shall not affix any sign to the roof of the building ~~without the prior written consent of Landlord, which consent shall not be unreasonably withheld or denied~~<sup>94</sup>. The Tenant may not display or sell merchandise or allow grocery carts or other similar devices within the control of Tenant to be stored or to remain outside the defined exterior walls and permanent doorways of the Leased Property. Tenant further agrees not to install any additional exterior lighting, amplifiers or similar devices or use in or about the Leased Property any advertising medium which may be heard or seen outside the premises, such as flashing lights, searchlights, loud speakers, phonographs or radio broadcasts. **Except as permitted in Section 8.06(A), no additional sign may be erected without the prior written consent of any governmental authority having jurisdiction thereof or without the consent of the Landlord.**

**SECTION 9. LANDLORD'S REPAIRS.**

Landlord agrees to keep in reasonably good order, condition and repair the foundations, exterior walls and roof of the Leased Property (but excluding exterior and interior of all windows, doors, plate glass, showcases and HVAC) and except for any damage thereto caused by any act or negligence of Tenant or its agents, employees servants, contractors, subtenants, licensees, customers or business invitees. It is an express condition precedent to all obligations of Landlord to repair or maintain and that Tenant shall have notified Landlord in writing of the need for such repairs or maintenance. Landlord shall ~~complete such repairs or maintenance within fourteen (14) days of receipt of written notification by Tenant or such other time as may be reasonably necessary to complete the repairs or maintenance; provided, however, that Landlord must notify Tenant in writing of the~~

estimated time for completion, which shall not exceed 30 days from the date of receipt of written notification by Tenant. Any repairs made pursuant to this Section 9 shall comply with all applicable laws, rules, regulations, ordinances, codes and policies having authority over such matters. <sup>95</sup> have a minimum of 30 days to make such repairs. The cost of such work shall be included in <sup>96</sup> the Center's Operating Cost <sup>97</sup>, as such term is hereinafter defined in Section 10.<sup>98</sup>

## **SECTION 10. OPERATING COSTS, PARKING AND COMMON AREAS.**

**10.01** Tenant, its agents, employees, servants, contractors, subtenants, licensees, customers and business invitees shall have the nonexclusive right, in common with Landlord and all others to whom Landlord has or may hereafter grant rights, to use such common areas of the Center (including, but not limited to, the parking lot per Exhibit G, walkways, and sidewalks) as designated from time to time by Landlord; ~~provided, however, that Landlord shall provide Tenant with at least forty-eight (48) hours' advance written notice including the parties to whom such rights are granted, the length of time for which such rights are granted, and the applicable rules and regulations controlling such rights~~<sup>99</sup>, subject to such reasonable rules and regulations as Landlord may from time to time impose<sup>100</sup>. Tenant agrees that it, its agents, employees, servants, contractors, subtenants and licensees shall abide by such rules and regulations. Landlord may, for a period not to exceed seven (7) days, close any common area to make repairs or changes, to prevent the acquisition of public rights in such areas, or to discourage non-customer parking. Landlord reserves the right to dedicate all or portions of such common areas and other portions of the Center for public utility purposes. Landlord shall maintain, or cause to be maintained, in good condition and repair the common areas and those utility lines serving the Leased Property and located in the common areas of the Center. Landlord may do such other acts in and to the common areas as in its judgment may be desirable.<sup>101</sup> Tenant shall not at any time interfere with the rights of Landlord, other tenants, its and their agents, employees, servants, contractors, subtenants, licensees, customers and business invitees to use any part of the parking lot or other common areas. All parking areas and common areas which Tenant may be permitted to use are to be used under a revocable license, and if any such license is revoked, or if the amount of such area is diminished, Landlord shall not be subject to any liability, nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such revocation or diminution of such areas be deemed constructive or actual eviction.<sup>102</sup>

### **10.02.1 CENTER'S OPERATING COSTS:**

Throughout the term hereof, Tenant will pay to Landlord monthly in advance in addition to the Base Rent specified in Section 3 hereof, as further additional rent, that portion of the Center's Operating Cost, as hereinafter defined, that the number of square feet of floor area of the Leased Property as described in Section 1 hereof and further shown in Exhibit A-1 and A-2 bears to the total number of square feet of all the floor area of the buildings in the Center, as determined by Landlord in accordance with BOMA standards.

**10.02.2** For the purpose of this Section 10, the term "Center's Operating Cost" is hereby defined to mean the total cost and expense incurred in advertising, operating, equipping,



lighting, painting, roofing, paving, repairing and maintaining the Center. Such operating and maintenance costs shall include all costs and expenses of operating and maintaining such areas and facilities in such manner as Landlord may from time to time<sup>103</sup> deem appropriate and for the best interests of the tenants of the Center, including, without limitation, all Impositions as that term is defined in Section 11.03 hereof, providing<sup>104</sup> at Landlord's sole discretion<sup>105</sup> private police protection, security patrol, or night watchmen, including, but not limited to uniforms, fire protection and security alarm systems and equipment, heating and air conditioning (to the extent, if any, Landlord incurs any expense therefor), labor compensation insurance, payroll taxes, materials, supplies, and all other costs whatsoever of operating and repairing, lighting, cleaning, sweeping, painting, striping, removing of rubbish or debris, traffic control, policing and inspecting, supervision, depreciation on or rentals of machinery and equipment, all utility expenses for utilities used in the common areas, costs and expenses for the rental of music program services and loudspeaker systems (if Landlord elects to provide the same), including, but not limited to, furnishing electricity therefor, Landlord's insurance including fire and extended coverage, liability, property damage, vandalism, malicious mischief, earthquake insurance, insurance against liability for defamation and claims of false arrest, and such other insurance in such amounts and covering line hazards deemed appropriate by Landlord, including fidelity bonds, and all costs and reserves for repair of paving (including periodic resurfacing), curbs, walkways, remarking, directional or other signs, landscaping, drainage, lighting facilities, repair and maintenance of the common areas and parking areas, roof repair and maintenance or replacement, costs and expenses of planting, replanting and replacing flowers, shrubbery and other landscaping, and the cost to Landlord of servicing and maintaining any sprinkler system. Without limiting the generality of the foregoing, Landlord shall procure and maintain in full force and effect fire and extended coverage insurance as set forth in Section 12.04 for full replacement value of the Center and all buildings and improvements thereon (other than tenant property which is required to be insured by tenants) and the cost thereof shall be included within "Center's Operating Cost". There shall also be included the cost of personnel to implement any services, as described above, a management fee and an administrative fee not to exceed ~~two~~<sup>106</sup> ~~ten~~<sup>107</sup> percent (~~2~~<sup>108</sup> ~~10~~<sup>109</sup>%) of the total of Center's Gross Income, which fee shall be payable to Landlord or to any other entity which is managing or administering the Center.

**10.02.3** The additional rent provided to be paid in this Section 10 shall be estimated in advance by Landlord and such estimated amount shall be paid in advance by Tenant on the first day of each month without further demand or any deduction or offset whatsoever. The Center's Operating Costs as of the date of this Lease are estimated at **Twenty-Eight Cents (\$0.28)** per square foot per month, and such estimated costs are subject to increase based upon the actual operating costs of the Center. ~~Within thirty (30) days of the date of this Lease, Landlord shall provide to Tenant an itemized list of~~<sup>110</sup> ~~the Center's Operating Cost~~<sup>111</sup> ~~for the three (3) twelve (12) month periods immediately preceding the date hereof.~~<sup>112</sup> Such additional rent shall be held by Landlord for the payment of the Center's Operating Cost. Except for the first such period which may be of greater or lesser duration, Landlord shall ascertain the actual Center's Operating Cost for each period of twelve (12) consecutive calendar months ending on \_\_\_\_\_<sup>113</sup> ~~the last day~~<sup>114</sup> of each year. Tenant shall pay to Landlord on demand the amount, if any, without any deduction or offset, by which Tenant's proportionate share of the actual Center's Operating Cost exceeded the Tenant's proportionate share of the estimated Center's Operation Cost for

such twelve (12) month period. The balance, if any, of estimated Center's Operating Cost remaining after the payment of the actual Center's Operating Cost shall be held by Landlord and, at Tenant's sole option, either i) refunded to Tenant in part or in full, or ii) <sup>115</sup> applied to the next monthly payment of additional rent provided to be paid under this Section 10, and if necessary, each monthly payment thereafter until fully exhausted. Tenant shall not be entitled to receive interest on any additional rent paid hereunder by Tenant.

Landlord shall provide to Tenant within ~~sixty (60)~~<sup>116</sup> one hundred twenty (120)<sup>117</sup> days after the end of each calendar year an accountant's prepared statement of the Center's Operating Costs in substantially the same form as set forth in Exhibit        hereof<sup>118</sup>.

If any dispute arises as to the amount of any additional rent due hereunder, within ~~ninety (90)~~<sup>119</sup> ~~sixty (60)~~<sup>120</sup> (90)<sup>121</sup> 60<sup>122</sup> days of receipt by the Tenant of such notice of the additional rent due, Tenant shall ~~give written~~<sup>123</sup> have the right after reasonable<sup>124</sup> notice to Landlord of such dispute and within five (5) days of the date of such notice Tenant shall be permitted<sup>125</sup> and at reasonable times<sup>126</sup> to inspect Landlord's<sup>127</sup> accounting records at a<sup>128</sup> Landlord's accounting office or other<sup>129</sup> location designated by Landlord in the Las Vegas, Nevada metropolitan area. If ~~as may be deemed appropriate by the Landlord and,~~<sup>130</sup> if<sup>131</sup> after such inspection Tenant still disputes the amount of additional rent owed, a certification as to the proper amount shall be made by Landlord's certified public accountant, which ~~accountant must have its primary place of business in Clark County, Nevada~~<sup>132</sup> certification shall be final and conclusive<sup>133</sup>. Tenant agrees to pay the cost of such certification unless it is determined that Landlord's original statement overstated the Center's Operating Costs by more than ~~one~~<sup>134</sup> five<sup>135</sup> percent (~~1~~<sup>136</sup> 5<sup>137</sup>%). In the event that such costs were overstated, Landlord will credit Tenant any money that may be due Tenant, to Tenant's next regular monthly CAM payment.

**10.02.4** Landlord shall<sup>138</sup> may, but shall have no obligation to, from time to time,<sup>139</sup> employ one or more persons or entities to patrol or provide security for the Center. Tenant and its employees shall cooperate with Landlord's security personnel, if any, including those providing Common Area security. Notwithstanding any such activity, Tenant shall have the sole responsibility of providing security for the Leased Property, the persons therein and all vehicles of Tenant and Tenant's employees and customers ~~that are parked in parking spots designated exclusively for the use of Tenant.~~<sup>140</sup> Under no circumstances shall Landlord be liable to Tenant or to any other person by reason of any theft, burglary, robbery, assault, trespass, unauthorized entry, vandalism, or any other act of any third person occurring in or about the Center or in the Leased Property.<sup>141</sup> Tenant shall indemnify, defend and hold Landlord harmless from and against any and all losses, liabilities, judgments, costs and expenses (including but not limited to reasonable attorney's fees and any other costs of investigation or defense) which Landlord may suffer by reason of any claim asserted by any person arising out of, or related to, any of the foregoing. To the extent that Landlord elects to provide any patrol or security services, the cost thereof shall be included as part of the Center's Operating Cost.

## SECTION 11. TAXES

**11.01** Tenant shall be liable for and shall pay before delinquency (and, upon demand by Landlord, Tenant shall ~~confirm~~<sup>142</sup> furnish Landlord with satisfactory evidence of<sup>143</sup> the payment thereof) all taxes, fees, and assessments of whatsoever kind of nature, and penalties and interest thereon, if any, levied against the Tenant's property or any other personal property of whatsoever kind and to whomsoever belonging situated or installed in or upon the Leased Property whether or not affixed to the realty. If at any time during the term of this Lease any such taxes are assessed as part of the tax on the land of which the Leased Property is a part, then in such event Tenant shall pay to Landlord the amount of such additional taxes as may be levied against the land by reason thereof.

**11.02** Throughout the term hereof, Tenant will pay to Landlord monthly in advance in addition to all other rental specified herein, as part of Centers Operating Costs per Section 10 thereof, that portion of Impositions, as hereinafter defined, that the number of square feet of floor area in the Leased Property bears to the total number of square feet of all floor area of the buildings including all common area in the Center.

**11.03** For the purposes of this Lease "Impositions" means:

- (a) Any real estate taxes, fees, assessments or other charges assessed against the Center and improvements thereon.
- (b) All personal property taxes on personal property used in connection with the Center and related structures other than taxes payable by Tenant under Section 11 hereof and taxes of the same kind as those described in said Section 11 payable by other tenants in the Center pursuant to corresponding provisions of their leases.
- (c) Any and all taxes, assessments, license fees, and public charges levied, assessed, or imposed and which become payable during the term hereof upon all leasehold improvements, over and above the building shell, whether installed by Landlord<sup>144</sup> or Tenant.
- (d) Any and all<sup>145</sup> environmental levies or charges now in force affecting the Center or any portion thereof, or which may hereafter become effective, ~~excepting therefrom any environmental matters which are the responsibility of Landlord and~~<sup>146</sup> including, but not limited to, parking taxes, levies, or charges, employer parking regulations and any other parking or vehicular regulations, levies, or charges imposed by any municipal state or federal agency or authority.
- (e) Any other taxes levied or assessed in addition to or in lieu of such real or personal property taxes.

**11.04** ~~Intentionally Omitted.~~<sup>147</sup> If at any time during the term of this Lease, under the laws of the United States, Nevada or any political subdivision thereof, a tax or excise on rents or other tax (except income tax), however described, is levied or assessed by the United States, Nevada or said political subdivision against Landlord on account of any rent reserved under this Lease, all such tax or excise on rents or other taxes shall be paid by Tenant. Whenever Landlord shall receive any statement or bill for any such tax or shall otherwise be required to make any payment on account thereof, Tenant shall pay the amount due hereunder within ten (10) days after demand therefore accompanied by delivery to Tenant of a copy of such tax statement, if any.<sup>148</sup>

## **SECTION 12. INSURANCE.**

*Trop. Rev. 9/16*

14

Initials  
Landlord\_\_\_\_  
Tenant\_\_\_\_

TROP 303



**12.01** Tenant shall, at all times during the term hereof, at its sole cost and expense, procure and maintain in full force and effect a policy or policies of comprehensive public liability insurance issued by an insurance carrier approved by Landlord assuring against loss, damage or liability for injury or death to persons and loss or damage to property occurring from any cause whatsoever in connection with the Leased Property or Tenant's use thereof. Such liability insurance shall be in amounts of not less than One Million Dollars (\$1,000,000.00) for bodily injuries to or death of any one person whomsoever, Two Million Dollars (\$2,000,000.00) for damages to property, including property of Tenant. Tenant and Landlord shall be named as additional insured (and at Landlord's option, any other persons, firms or corporations designated by Landlord shall be additionally named insured) under each such policy of insurance.

**12.02** Tenant shall, at all times during the term hereof, at Tenant's sole cost and expense, procure and maintain in full force and effect special form policy insurance or an all risk policy of property insurance covering and protecting Landlord's and<sup>149</sup> Tenant's personal property, protecting against all risks of physical loss or damage to said property, in, on and servicing the Leased Property, including without limitation, all improvements, Tenant's merchandise, stock in trade, fixtures, equipment, betterments, plumbing, air conditioning and heating units, and all other facilities and equipment, and the personal property of others in Tenant's possession, in, upon, and servicing the Leased Property, and further including such other risks as may from time to time be required to be insured by Landlord<sup>150</sup>. Such insurance shall be in an amount equal to the current replacement value of the aforesaid property required to be insured. Tenant and Landlord, as their interests may appear, shall be the named insured (and at Landlord's option, any other persons, firms or corporations designated by Landlord shall be additionally named insured) under each policy of insurance.

### **12.03 CERTIFICATES OF INSURANCE REQUIRED.**

A certificate issued by the Tenants insurance carrier naming the Landlord as a named or additional insured including Landlord's lender, if requested by Landlord, for each policy of insurance required to be maintained by Tenant on or before the commencement date hereof and thereafter, as to policy renewals, within thirty (30) days prior to the expiration of the terms of each such policy. Each of said certificates of insurance and each such policy of insurance required to be maintained by Tenant hereunder shall be from an insurer and in form and substance satisfactory to Landlord and shall expressly evidence insurance coverage as required by this Lease and shall contain an endorsement or provision requiring not less than thirty (30) days written notice to Landlord and all other named insured's<sup>151</sup> prior to the cancellation, diminution in the perils insured against, or reduction of the amount of coverage of the particular policy in question.

**12.04** Landlord shall obtain and carry insurance for fire, extended coverage, vandalism, malicious mischief and other endorsements deemed advisable by Landlord from time to time, insuring all improvements in the "Center", including the Leased Property and all leasehold improvements thereon, therein, and all appurtenances thereto, for the full insurable value thereof, with such deductibles as Landlord deems advisable. Tenant shall

pay to Landlord that proportion of the total cost of such insurance as may be procured by Landlord, in accordance with the terms and provisions of Section 10 hereof; ~~provided, however, that if such insurance cost increases as a result of the use or occupancy of Landlord or any tenant or third party in the Center other than Tenant, then Tenant shall not be required to pay any increase in its portion of the insurance costs~~<sup>152</sup>.

**12.05** Tenant shall not use or occupy, or permit the Leased Property to be used or occupied, in a manner which will increase the rates of fire or any other insurance for the Leased Property or the Center. Tenant shall also not use or occupy, or permit the Leased Property to be used or occupied, in a manner which will make void or voidable any insurance then in force with respect thereto or the Center. If by reason of the failure of Tenant to comply with the provisions of this Section, the fire or any other insurance rates for the Leased Property or the Center be higher than they otherwise would be, Tenant shall reimburse Landlord, as additional rent, on the first day of the calendar month succeeding notice by Landlord to Tenant of said increase, for that part of all insurance premiums thereafter paid by Landlord which shall have been charged because of such failure of Tenant. ~~Landlord shall not use or occupy the Center, or permit the Center to be used or occupied, in a manner which will increase the rates of fire or any other insurance for the Leased Property or the Center. Landlord shall also not use or occupy, or permit the Center to be used or occupied, in a manner which will make void or voidable any insurance then in force with respect thereto or the Center. If by reason of the failure of Landlord to comply with the provisions of this Section, the fire or any other insurance rates for the Leased Property or the Center be higher than they otherwise would be, Tenant shall not be responsible for any increase in the insurance costs because of such failure of Landlord.~~<sup>153</sup>

**12.06** ~~Intentionally Omitted.~~<sup>154</sup> Tenant hereby waives any and all rights of recovery from Landlord, its officers, agents and employees for any loss or damage, including consequential loss or damage, caused by any period or perils (including negligent acts) enumerated in each form of insurance policy required to be maintained by Tenant hereunder.<sup>155</sup>

**12.07** Each policy of insurance provided for in this Section 12 shall contain an express waiver of any and all rights of subrogation ~~except for personal property of Tenant~~<sup>156</sup> thereunder whatsoever<sup>157</sup> against Landlord, its officers, agent and employees. All such policies shall be written as primary policies and not contributing with or in excess of the coverage, if any, which Landlord may carry. Any other provision contained in this Section 12 or elsewhere in this Lease notwithstanding, the amounts of all insurance required hereunder to be paid by Tenant shall be not less than an amount sufficient to prevent Landlord from becoming a co-insurer.

### **SECTION 13. UTILITIES.**

**13.01** Tenant shall pay all charges for water, gas, heat, electricity, power, garbage service, air conditioning, telephone service, sewer service charges and sewer rentals charged or attributable to the Leased Property, and all other services or utilities used in, upon or about the Leased Property by Tenant or any of its subtenants, licensees or concessionaires during the term hereof. Landlord shall estimate in advance and<sup>158</sup> Tenant shall pay such actual

amounts as additional rent. Tenant shall further be liable for and shall pay to Landlord upon demand any fees, charges, surcharges, taxes or assessments of any kind or nature levied or imposed by any governmental or quasi-governmental body or any public utility which are based upon or imposed as the result of the improvements in the Leased Property. However, such fee, charge, tax or assessment may be denominated (including without limitation any water or sewer connection fee) and whether such fee is imposed on Landlord or Tenant.

**13.02** 3430 E. Tropicana Ave., Suite \_\_\_\_\_ has an existing electrical meter under the name of the <sup>159</sup> ~~Tropicana Investments, LLC~~ <sup>160</sup> (Landlord). The Tenant shall have five (5) business days from the date of receiving the mutually approved lease document between Landlord & Tenant to transfer electrical service from Landlord to Tenant. Should Tenant exceed the fifth business day to transfer said electrical service to the premises, Landlord shall bill Tenant for all electrical used by Tenant for said period. Additionally, Tenant will be subject to a One Hundred Dollar (\$100.00) administrative fee. In the event Tenant has not transferred said electrical service to the premises by not later than the 30<sup>th</sup> day after said lease commencement date and without further notice from Landlord, Landlord may terminate electrical service to said premises. Intentionally Omitted: <sup>161</sup> INTENTIONALLY OMITTED <sup>162</sup>

Initials <sup>163</sup>  
Tenant \_\_\_\_\_ <sup>164</sup>

#### SECTION 14. LIENS.

**14.01** Tenant shall at all times indemnify, save and hold Landlord, the Leased Property and the leasehold created by this Lease free, clear and harmless from any claims, liens, demands, charges, encumbrances, litigation and judgments arising directly or indirectly out of any use, occupancy or activity of Tenant, or out of any work performed, material furnished, or obligations incurred by Tenant in, upon or otherwise in connection with the Leased Property. Tenant shall give Landlord written notice at least ten (10) business days prior to the commencement of any such work on the Leased Property to afford Landlord the opportunity of filing appropriate notices of nonresponsibility. Tenant shall, at its sole cost and expense, within thirty (30) days after filing of any lien of record, obtain the discharge and release thereof. Nothing contained herein shall prevent Landlord, at the cost and for the account of Tenant, from obtaining said discharge and release in the event Tenant fails or refuses to do the same within said thirty (30) day period.

**14.02** Intentionally Omitted: <sup>165</sup> Tenant hereby grants to Landlord a lien and security interest on all property of Tenants now or hereafter placed in or upon the Leased Premises, and such property shall be and remain subject to such lien and security interest of Landlord for payment of all rent and other sums agreed to be paid by Tenants herein. The provisions of this paragraph relating to such lien and security interest shall constitute a security agreement under and subject to the Nevada Uniform Commercial Code so that Landlord shall have and may enforce a security interest on all property of Tenants now or hereafter placed in or on the Premises, in addition to and cumulative of the Landlord's liens and rights provided by law or by the other terms and provisions of this Lease. Tenants agree to execute as debtor such financing statement or statements as Landlord now or hereafter may request. Landlord may at its election at any time file a copy of this Lease as a financing



statement. Notwithstanding the above, Landlord shall neither sell nor withhold from Tenant, Tenant's business records.<sup>166</sup>

## **SECTION 15. INDEMNIFICATION.**

**15.01** Tenant hereby covenants and agrees to indemnify, save and hold Landlord, the Leased Property and the leasehold estate created by this Lease free, clear and harmless from any and all liability, loss, costs, expenses, including attorneys' fees, judgments, claims, liens and demands of any kind whatsoever in connection with, arising out of, or by reason of any act, omission<sup>167</sup> or negligence of Tenant, its agents, employees, servants, contractors, subtenants, licensees, customers or business invitees while in, upon, or in any way connected with the Leased Property or the Center or arising from any accident, injury or damage, howsoever and by whomsoever caused, to any person or property whatsoever, occurring in, upon, about or in any way connected with the Leased Property.

**15.02** Intentionally Omitted.<sup>168</sup> Landlord shall not be liable to Tenant or to any other person whatsoever for any damage occasioned by falling plaster, electricity, plumbing, gas, water, steam, sprinkler or other pipe and sewage system or by the bursting, running or leaking of any tank, washstand, closet or waste of other pipes, nor for any damages occasioned by water being upon or coming through the roof, skylight, vent, trapdoor or otherwise or for any damage arising from any acts or neglect of co-tenants or other occupants of the Center or of adjacent property or of the public, nor shall Landlord be liable in damages or otherwise for any failure to furnish, or interruption of, service of any utility.<sup>169</sup> Tenant acknowledges that<sup>170</sup> the Center and the Leased Premises are designed with heating, ventilation and air conditioning equipment sufficient to heat or cool the Leased Premises for normal retail use, and that such equipment is not intended for heating or cooling premises in which heat generating machinery (including without limitation computers, freezers, refrigeration units, printing presses, ovens, stoves, excessive lighting) is used by Tenant. Landlord shall not be liable to service any needs of Tenant for such excess HVAC capacity or for any damage to any of Tenant's equipment occasioned thereby.<sup>171</sup>

## **SECTION 16. SUBORDINATION.**

**16.01** Tenant agrees upon request of Landlord to subordinate this Lease and its rights hereunder to the lien of any mortgage, deed of trust or other encumbrance, together with any renewals, extensions or replacements thereof now or hereafter placed, charged or enforced against the Leased Property, or any portion thereof, or any property of which the Leased Property is a part, and to execute and deliver at any time, and from time to time, upon demand by Landlord, such documents as may be required to effectuate such subordination, and in the event that Tenant shall fail, neglect or refuse to execute and deliver any such documents to be executed by it, Tenant hereby appoints Landlord, its successors and assigns, the attorney-in-fact of Tenant irrevocably to execute and deliver any and all such documents for and on behalf of Tenant; provided, however, the Tenant shall not be required to effectuate such subordination, nor shall Landlord be authorized to effectuate such subordination on behalf of Tenant, unless the mortgagee or beneficiary named in such mortgage, deed of trust, or other encumbrance shall first agree in writing, for the benefit of Tenant, that so long as Tenant is not in default under any of the

provisions, covenants or conditions of this Lease on the part of Tenant to be kept and performed, that neither this Lease nor any of the rights to Tenant hereunder shall be terminated or modified or be subject to termination or modification.

**16.02** In the event that the mortgagee or beneficiary of any such mortgage or deed of trust elects to have this Lease a prior lien to its mortgage or deed of trust, then and in such event, upon such mortgagee's or beneficiary's giving written notice to Tenant to that effect, this Lease shall be deemed prior in lien to such mortgage or deed of trust, whether this Lease is dated prior to or subsequent to the date of recordation of such mortgage or deed of trust.

**16.03** Tenant shall, in the event any proceedings are brought for the foreclosure of the Leased Property, or in the event of exercise of the power of sale under any deed of trust made by Landlord covering the Leased Property, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.

#### **SECTION 17. ASSIGNMENT AND SUBLETTING.**

**17.01** Tenant shall not transfer, assign, mortgage, pledge, hypothecate or encumber this Lease nor the leasehold estate hereby created or any interest herein or sublet the Leased Property or any portion thereof, or license the use of all or any portion of the Leased Property without prior written consent of the Landlord, which consent shall not be unreasonably withheld; provided, however, that Landlord has previously granted Tenant consent to sublet the kitchen area of the Leased Property and Landlord hereby expressly acknowledges and agrees that Tenant shall have the right to sublet such kitchen area as long as kitchen is in compliance with all local government ordinances including the grease trap<sup>172</sup>. Without limiting Landlord's right to withhold consent on any reasonable grounds, Landlord's refusal to consent to any such use shall be deemed to have been reasonably withheld if such proposed use (i) would conflict or compete with any existing use of any portion of the Center or any use proposed to be made of any portion of the Center by a prospective tenant with whom Landlord is negotiating, (ii) would involve any sexually oriented or morally offensive use or business, (iii) would involve emission or creation of any noxious odors, fumes, or substances, (iv) would involve unreasonable noise or public disturbance, either by such proposed assignee or subtenant or its customers, (v) would involve the division of the Leased Property into more than one business, (vi) would be prohibited by, or cause Landlord to be in default (whether immediately or by the giving of notice or the passage of time or both) of any other lease, contract or agreement, (vii) would in Landlord's judgment, materially increase or alter the demand for parking within the Center, (viii) would be made by a person or entity whose financial strength is not acceptable to Landlord, or (ix) would be made by a person or entity which, in Landlord's reasonable judgment, lacks sufficient experience or expertise to successfully, properly, and continuously conduct such proposed use or activity. The consent by Landlord to any matter or event requiring Landlord's consent shall not constitute a waiver of the necessity for such consent to any subsequent matter or event. Tenant shall pay in advance and upon request by Landlord all costs, expenses and reasonable attorney's fees that may be incurred or paid by Landlord in processing, documenting or administering any request of Tenant for Landlord's consent required or sought pursuant to this Section. If this Lease be assigned, or if the Leased Property or any part thereof be sublet or occupied by anybody other than



Tenant, Landlord may collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this Section, or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. If Tenant is a corporation, limited liability company, or a partnership, the issuance of any additional stock and/or the transfer, assignment of hypothecation of any stock or interest in such corporation, limited liability company, or partnership in the aggregate in excess of twenty five percent (25%) of such interests, as the same may be constituted as of the date of this Lease, shall be deemed an assignment within the meaning of this Section 17.

**17.02** In the absence of an express agreement in writing to the contrary, executed by Landlord, no assignment, mortgage, pledge, hypothecation, encumbrance, subletting or license hereof or hereunder shall act as a release of Tenant from any of the terms, covenants and conditions of this Lease on the part of Tenant to be kept and performed.

**17.03** The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation hereof, or the termination of this Lease by Landlord pursuant to any provision contained herein, shall not work as a merger, but at the option of Landlord, shall either terminate any or all existing subleases or subtenancies, or operate as an assignment to the Landlord of any and all such subleases or subtenancies.

## **SECTION 18. INSOLVENCY AND DEATH.**

It is understood and agreed that neither this Lease nor any interest herein or hereunder, nor any estate hereby created in favor of Tenant, shall pass by operation of law under any state or federal insolvency, bankruptcy or inheritance act, or any similar law now or hereafter in effect, to any trustee, receiver, assignee for the benefit of creditors, heir, legatee, devisee, or any other person whomsoever without the express written consent of Landlord first had and obtained therefor.

## **SECTION 19. CONDEMNATION.**

**19.01** Should the whole or any part of the Leased Property be condemned or taken by a competent authority for any public or quasi-public purpose, all awards payable on account of such condemnation and taking shall be payable to Landlord, and Tenant hereby waives any and all interest therein. ~~Tenant shall, however, be entitled to claim, prove and receive in such condemnation or taking proceedings such award as may be allowed for trade fixtures and other equipment installed by it.~~<sup>173</sup>

**19.02** If the whole of the Leased Property shall be so condemned and taken, then this Lease shall terminate upon such taking. If any portion<sup>174</sup> greater than one-third (1/3) of the floor space<sup>175</sup> of the Leased Premises<sup>176</sup> Property<sup>177</sup> is so<sup>178</sup> condemned or taken or if by reason for any condemnation or taking the remainder of the Leased Property is not one undivided parcel, and if the remaining portion thereof will not be reasonably adequate for the operation of Tenant's business after Landlord completes such repairs or alterations as Landlord elects to make<sup>179</sup>, either Landlord or Tenant shall have the option to terminate

this Lease by notifying the other party hereto of such election in writing within thirty<sup>180</sup>~~twenty~~<sup>181</sup> (30<sup>182</sup>~~20~~<sup>183</sup>) days after such taking. ~~If neither Landlord nor Tenant so elects to terminate this Lease, Landlord shall, at its own expense, repair and restore the portion of the Leased Premises not affected by the condemnation or taking, and thereafter the minimum rent to be paid by Tenant shall be equitably and proportionately adjusted<sup>184</sup> If by such condemnation and taking one-third (1/3) or less of the Leased Property is taken and the remaining part hereof is suitable for the purposes for which Tenant has leased said premises, this Lease shall continue in full force and effect, but the minimum rent shall be reduced in an amount equal to that proportion of the minimum rent which the floor space of the portion taken bears to the total floor space of the Leased Property. In the event a partial taking does not terminate this Lease, Tenant, at Tenant's expense, shall make repairs and restorations to the remaining premises of the nature of Tenant's Work required by Exhibit C and shall also repair or replace its stock in trade, fixtures, furniture, furnishings, floor coverings and equipment and if Tenant has closed shall promptly reopen for business<sup>185</sup>. If any part of the Center other than the Leased Property shall be so taken or appropriated, Landlord shall have the right, at its option, to terminate this Lease by notifying Tenant within six (6) months of such taking, and this Lease shall terminate and become null and void ninety (90) days after said notice<sup>186</sup>.~~

**19.03** For the purposes hereof, a deed in lieu of condemnation shall be deemed a taking.

## **SECTION 20. DESTRUCTION OF PREMISES.**

**20.01** In the case of the total destruction of the Leased Property, or any portion thereof substantially interfering with Tenant's use of the Leased Property, whether by fire or other casualty, not caused by the fault or negligence of Tenant, its agents, employees, servants, contractors, subtenants, licensees, customers or business invitees, this Lease shall terminate except as herein provided. If Landlord notifies Tenant in writing within fifteen<sup>187</sup>~~forty-five~~<sup>188</sup> (15<sup>189</sup>~~45~~<sup>190</sup>) days of such destruction of Landlord's election to repair said damage, and if Landlord proceeds to and does repair such damage with reasonable dispatch, this Lease shall not terminate, but shall continue in full force and effect, except that Tenant shall be entitled to a reduction in the minimum rent in an amount equal to that proportion of the minimum rent which the number of square feet of floor space in the unusable portion bears to the total number of square feet of floor space in the Leased Property. Said reduction shall be prorated so that the minimum rent shall only be reduced for those days any given area is actually unusable. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by labor disputes, civil commotion, war, warlike operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental, regulations or control, fire or other casualty, inability to obtain any materials or services, acts of God and other causes beyond Landlord's control. If this Lease is terminated pursuant to this Section 20 and if Tenant is not in default hereunder, Base Rent shall be prorated as of the date of termination, any security deposited with Landlord shall be returned to Tenant, and all rights and obligations hereunder shall cease and terminate.

**20.02** Notwithstanding the foregoing provisions, in the event the Leased Property, or any portion thereof, shall be damaged by fire or other casualty due to the fault or negligence of

Tenant, its agents, employees, servants, contractors, subtenants, licensees, customers or business invitees, then, without prejudice to any other rights and remedies of Landlord, this Lease shall not terminate, the damage shall be repaired by Tenant, and there shall be no apportionment or abatement of any rent.

**20.03** In the event of any damage not limited to, or not including, the Leased Property, such that the building of which the Leased Property is a part is damaged to the extent of twenty-five percent (25 %) or more of the cost of replacement, or the buildings (taken in the aggregate) of the Center owned by Landlord shall be damaged to the extent of more than twenty-five percent (25 %) of the aggregate cost of replacement, Landlord may elect to terminate this Lease upon giving notice of such election in writing to Tenant within ninety (90) days after the occurrence of the event causing the damage.

**20.04** The provisions of this Section 20 with respect to repair by Landlord shall be limited to such repair as is necessary to place the Leased Property in the condition specified for the Landlord Improvement Work by Exhibit C and when placed in such condition the Leased Property shall be deemed restored and rendered tenantable, promptly following which time Tenant, at Tenant's expense, shall perform Tenant's Work required by Exhibit C and Tenant shall also repair or replace its stock in trade, fixtures, furniture, furnishings, floor coverings and equipment, and if Tenant has closed, Tenant shall promptly reopen for business.

**20.05** ~~Intentionally Omitted.~~<sup>191</sup> All Insurance proceeds payable under any fire and extended coverage risk insurance shall be payable solely to Landlord and Tenant shall have no interest therein. Tenant shall in no case be entitled to compensation for damages on account of any annoyance or inconvenience in making repairs under any provisions of this Lease. Except to the extent provided for in this Section 20, neither the rent payable by Tenant nor any of Tenant's other obligations under any provision of this Lease shall be affected by any damage to or destruction of the Leased Property or any portion thereof by any cause whatsoever.<sup>192</sup>

## **SECTION 21. RIGHT OF ACCESS.**

**21.01** Landlord and its authorized agents and representatives shall be entitled to enter the Leased Property at any reasonable time for the purpose of observing, posting or keeping posted thereon notices provided for hereunder, and such other notices as Landlord may deem necessary or appropriate for protection of Landlord, its interest or the Leased Property; for the purpose of inspecting the Leased Property or any portion thereof; and for the purpose of making repairs to the Leased Property or any other portion of the Center and performing any work therein or thereon which Landlord may elect or be required to make hereunder, or which may be necessary to comply with any laws, ordinances, rules, regulations or requirements of any public authority or any applicable standards that may, from time to time, be established by the National Board of Fire Underwriters or any similar body, or which Landlord may deem necessary or appropriate to prevent waste, loss, damage or deterioration to or in connection with the Leased Property or any other portion of the Center or for any other lawful purpose. Landlord shall have the right to use any means which Landlord may deem proper to open all doors in the Leased Property in an



emergency. Entry into the Leased Property obtained by Landlord by any such means shall not be deemed to be forcible or unlawful entry into, or a detainer of the Leased Property, or an eviction of Tenant from the Leased Property or any portion thereof. Nothing contained herein shall impose or be deemed to impose any duty on the part of Landlord to do any work or repair, maintenance, reconstruction or restoration, which under any provision of this Lease is required to be done by Tenant; and the performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to do the same.

**21.02** ~~Intentionally Omitted.~~<sup>193</sup> Landlord may, during the progress of any work on the Leased Property, keep and store upon the Leased Property all necessary materials, tools and equipment. Landlord shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business or quiet enjoyment, or other damage or loss to Tenant by reason of making any such repairs or<sup>194</sup> performing any such work<sup>195</sup> upon the Leased Property, or on account of bringing materials, supplies and equipment into, upon or through the Leased Property during the course thereof, and the obligations of Tenant under this Lease shall not thereby be affected in any manner whatsoever. Landlord shall, however, in connection with the performance of such work, cause as little inconvenience, disturbance or other damage or loss to Tenant as may be reasonably possible under the circumstances.<sup>196</sup>

**21.03** Landlord, and/or its authorized agents and representatives, shall be entitled to enter the Leased Property at all reasonable times for the purpose of exhibiting the same to prospective purchasers and, during the final year of the term of this Leases, Landlord shall be entitled to exhibit the Leased Property for lease and post signs therein announcing the same.

## **SECTION 22. EXPENDITURES BY LANDLORD.**

Whenever under any provision of this Lease, Tenant shall be obligated to make any payment or expenditure, or to do any act or thing, or to incur any liability whatsoever, and Tenant fails, refuses or neglects to perform as herein required, Landlord shall be entitled, but shall not be obligated, to make any such payment or to do any such act or thing, or to incur any such liability, all on behalf of and at the cost and the account of Tenant. In such event, the amount thereof with interest thereon at which of (i) eighteen percent (18 %) per annum or (ii) the maximum rate permitted by law shall constitute and be collectable as additional rent on demand.<sup>197</sup>

## **SECTION 23. OFFSET STATEMENT.**

Tenant agrees that within ~~forty-five~~<sup>198</sup> ~~fifteen~~<sup>199</sup> (~~45~~<sup>200</sup> ~~15~~<sup>201</sup>) days of any demand therefor by Landlord, Tenant will execute and deliver to Landlord a recordable certificate stating that this Lease is in full force and effect, such defenses or offsets as are claimed by Tenant, if any, the date to which all rentals have been paid, and such other information concerning the Lease, the Leased Property and Tenant as Landlord or said designee may reasonably require.

## **SECTION 24. DEFAULT.**

**24.01** Tenant's compliance with each and every covenant and obligation hereof on its part to be performed hereunder is a condition precedent to each and every covenant and obligation of Landlord hereunder. Landlord shall have all the rights and remedies provided in this Section or elsewhere herein, in the event that:

(a) Tenant shall default in the payment of any sum of money required to be paid hereunder and such default continues for ~~fifteen~~<sup>202</sup> five<sup>203</sup> (~~15~~<sup>204</sup> 5<sup>205</sup>) days after the due date therefor; or

(b) Tenant shall default in the performance of any other term, covenant or condition of this Lease on the part of Tenant to be kept and performed and such default continues for ~~thirty~~<sup>206</sup> ten<sup>207</sup> (~~30~~<sup>208</sup> 10<sup>209</sup>) days after written notice thereof from Landlord to Tenant; provided, however, that if the default complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said ~~thirty~~<sup>210</sup> ten<sup>211</sup> (~~30~~<sup>212</sup> 10<sup>213</sup>) day period, then such default shall be deemed to be rectified or cured if Tenant shall, within said ~~thirty~~<sup>214</sup> ten<sup>215</sup> (~~30~~<sup>216</sup> 10<sup>217</sup>) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence, and in any event, within ~~sixty~~<sup>218</sup> forty<sup>219</sup> (~~60~~<sup>220</sup> 40<sup>221</sup>) days from the date of giving of such notice; or

(c) Tenant should vacate or abandon the Leased Property during the term of this Lease; or

(d) There is filed any petition in bankruptcy or Tenant is adjudicated as a bankrupt or insolvent, or there is appointed a receiver or trustee to take possession of Tenant or of all or substantially all of the assets of Tenant, or there is a general assignment by Tenant for the benefit of creditors, or any action is taken by or against Tenant under any state or federal insolvency or bankruptcy act, or any similar law now or hereafter in effect, including, without limitation, the filing of execution or attachment against Tenant, and such levy continues in effect for a period of twenty (20) days. The provisions of this subsection (d) shall also apply to any guarantor of this Lease or occupant of the Leased Property.

**24.02** In the event of a default as designated in this Section or elsewhere herein, in addition to any other rights or remedies provided for herein or at law or in equity, Landlord, at its sole option, shall have the following rights:

(a) The right to declare the term of this Lease ended, to re-enter the Leased Property and take possession thereof, and to terminate all of the rights of Tenant in and to the Leased Property;<sup>222</sup> or<sup>223</sup>

(b) The right without declaring the term of this Lease ended, to re-enter the Leased Property and to occupy the same, or any portion thereof, for and on account of Tenant as hereinafter provided, applying any moneys received first to the payment of such expenses as Landlord may have paid, assumed or incurred in recovering possession of the Leased Property, including costs, expenses, attorneys' fees, and expenditures placing the same in good order and condition, or preparing or altering the same for re-letting, and all other expenses, commissions and charges paid, assumed or incurred by Landlord in or in connection with re-letting the Leased Property and then to the fulfillment of the covenants of Tenant. Any such re-letting as provided for herein may be for the remainder of the term of this Lease or for a longer or shorter period. Such re-letting shall be for such rent and on such other terms and conditions as Landlord, in its sole discretion, deems

appropriate. Landlord may execute any lease made pursuant to the terms hereof either in Landlord's own name or in the name of Tenant, or assume Tenant's interest in and to any existing subleases to any tenant of the Leased Property, as Landlord may see fit, and Tenant shall have no right or authority whatsoever to collect any rent from such tenants, subtenants, licensees or concessionaires on the Leased Property. In any case, and whether or not the Leased Property or any part thereof be re-let, Tenant, until the end of what would have been the term of this Lease in the absence of such default and whether or not the Leased Property or any part thereof shall have been re-let, shall be liable to Landlord and shall pay to Landlord monthly an amount equal to the amount due as rent hereunder, less the net proceeds for said month, if any, of any re-letting effected for the account of Tenant pursuant to the provisions of this paragraph, after deduction all of Landlord's expenses in connection with such re-letting<sup>224</sup>, including, without limitation,<sup>225</sup> all repossession costs, brokerage commissions, legal expenses, attorneys' fees, expenses of employees, alteration costs, and expenses of preparation for such re-letting (all said costs are cumulative and shall be applied against proceeds of re-letting until paid in full). Landlord reserves the right to bring such actions for the recovery of any deficits remaining unpaid by Tenant to Landlord hereunder as Landlord may deem advisable from time to time without being obligated to await the end of the term hereof for a final determination of Tenant's account and the commencement or maintenance of one or more actions by Landlord in this connection shall not bar Landlord from bringing any subsequent actions for further accruals pursuant to the provisions of this Section 25; or<sup>226</sup> (c) The right, even though it may have re-let all or any portion of the Leased Property in accordance with the provisions of subparagraph (b) of this Section, to thereafter at any time elect to terminate this Lease for such previous default on the part of Tenant, and to terminate all of the rights of Tenant in and to the Leased Property.<sup>227</sup>

**24.03 Intentionally-Omitted.**<sup>228</sup> For the purposes of determining the percentage rental which would be payable to Landlord by Tenant hereunder subsequent to Tenant's default, the percentage rental for each month of the unexpired term hereof shall be deemed to be an amount equal to the average, computed on and adjusted to a monthly basis, of the percentage rental paid or payable by Tenant to Landlord hereunder annually during the three (3) years immediately preceding the date of default.<sup>229</sup>

**24.04 Intentionally-Omitted.**<sup>230</sup> If there shall not have been three (3) years immediately preceding the date of default, the amount of percentage rental which would have been paid or payable to Landlord each month throughout the term of this Lease if Tenant had not defaulted shall be whichever of the following sums is the greater:<sup>231</sup>

- (a) A sum equal to twenty percent (20%) of the minimum monthly rental; or<sup>232</sup>
- (b) Amount equal to the average, computed on and adjusted to a monthly basis, of the total percentage rental paid by Tenant for the period from the commencement date to the time of default.<sup>233</sup>

**24.05** In any action brought by Landlord to enforce any of its rights under or arising from this Lease, the prevailing party shall be entitled to receive its costs and legal expenses, including reasonable attorneys' fees.<sup>234</sup> whether such action is prosecuted to judgment or not. The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any



matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use of occupancy of the Leased Property, and/or any claim of injury or damage. In the event Landlord commences any proceedings for non-payment of any rent, Tenant will not interpose any counterclaim of whatever nature or description in any such proceedings. This shall not, however, be construed as a waiver of the Tenant's right to assert such claims in any separate action or actions brought by Tenant.<sup>235</sup>

**24.06** The waiver by Landlord of any default or breach of any of the terms, covenants or conditions hereof on the part of Tenant to be kept and performed shall not be a waiver of any preceding or subsequent breach of the same or any other term, covenant or condition contained herein. The subsequent acceptance of rent or any other payment hereunder by Tenant to Landlord shall not be construed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease other than the failure of Tenant to pay the particular rental or other payment or portion thereof so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rental or other payment. No payment by Tenant or receipt by Landlord of a lesser amount than the rent herein provided shall be deemed to be other than on account of the earliest rent due and payable hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept any such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease. This Section **24.06** may not be waived.

## **SECTION 25. QUIET POSSESSION.**

Tenant, upon paying the rentals and other payments herein required from Tenant, and upon Tenant's performance of all of the terms, covenants and conditions of this Lease on its part to be kept and performed, may quietly have, hold and enjoy the Leased Property during the term of this Lease without any disturbance from Landlord or from any other person claiming through Landlord. Landlord may not take any actions or omissions that would discriminate or harass the tenant.

## **SECTION 26. SALE BY LANDLORD.**

In the event of any sale or exchange of the Leased Property by Landlord, Landlord shall be and is hereby relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease, arising out of any act, occurrence or omission relating to the Leased Property occurring after the consummation of such sale or exchange. Tenant agrees to attorn to such purchaser or grantee. Landlord must provide written notice thirty (30) days before closing date.

## **SECTION 27. DEFAULT BY LANDLORD.**

It is agreed that in the event Landlord fails or refuses to perform any of the provisions, covenants or conditions of this Lease on Landlord's part to be kept or performed, that Tenant, prior to exercising any right or remedy Tenant may have against Landlord on

account of such default, shall give written notice to Landlord of such default, specifying in said notice the default with which Landlord is charged and Landlord shall not be deemed in default if the same is cured within thirty (30) days of receipt of said notice. Notwithstanding any other provision hereof, Tenant agrees that if the default complained of in the notice provided for by this Section 28 is of such a nature that the same can be rectified or cured by Landlord, but cannot with reasonable diligence be rectified or cured within said thirty (30) day period, then such default shall be deemed to be rectified or cured if Landlord within said thirty (30) day period shall commence the rectification and curing thereof and shall continue thereafter with all due diligence to cause such rectification and curing to proceed.

## **SECTION 28. SERVICE OF NOTICES.**

**28.01** Any and all notices and demands by or from Landlord to Tenant, or by or from Tenant to Landlord, required or desired to be given hereunder shall be in writing and shall be validly given or made if served either (1) in any manner provided for service as allowed by Nevada law; (2) personally, which shall include service or delivery by commercial courier; (3) if deposited in the United States mail, certified or registered, postage pre-paid, return receipt requested; or (4) via facsimile or email transmission. If such notice or demand be served by registered or certified mail in the manner provided, service shall be conclusively deemed given five (5) days after mailing or upon receipt, whichever is sooner. If such notice or demand be served via facsimile or email transmission in the manner provided, service shall be conclusively deemed given on the date of the facsimile or email transmission

**28.02** Any notice or demand to Landlord shall be addressed to Landlord at: Tropicana Investments, LLC, P.O. Box 50170, Lighthouse Point, FL 33074<sup>236</sup> 33074<sup>237</sup> Attn:  
Jeff<sup>238</sup> Chauncey, Mgr<sup>239</sup> ; facsimile:  
866-608-4308<sup>240</sup> ; email:  
JBCHAUNCEY@BELLSOUTH.NET<sup>241</sup> <sup>242</sup> <sup>243</sup> <sup>244</sup>

**28.03** Any notice or demand to Tenant shall be addressed to Tenant at: 3430 E. Tropicana Avenue, Suite(s) 27-29 , Las Vegas, NV 89121, Attn: Jeffrey Vincent; facsimile:  
; email:<sup>245</sup>

**28.04** Any party hereto may change its address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the other party hereto, which notice of change of address shall not become effective, however, until thirty (30) days after <sup>246</sup>the<sup>247</sup> actual receipt thereof by the other party.

## **SECTION 29. FORCE MAJEURE.**

Whenever a day is appointed herein on which, or a period of time is appointed in which, either party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of



days on or during which such party is prevented from, or is unreasonably interfered with, the doing or completion of such act, matter or thing because of labor disputes, civil commotion, war, warlike operation, sabotage, governmental regulations or control, fire or other casualty, inability to obtain any materials, or to obtain fuel or energy, weather or other acts of God, or other causes beyond such party's reasonable control (financial inability excepted); provided, however, that nothing contained herein shall excuse Tenant from the prompt payment of any rent or charge required of Tenant hereunder<sup>248</sup>.

### **SECTION 30. REMEDIES CUMULATIVE.**

The various rights, options, elections and remedies of Landlord and Tenant<sup>249</sup> contained in this Lease shall be cumulative and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law and not expressly waived in this Lease.

### **SECTION 31. SUCCESSORS AND ASSIGNS.**

The terms, provisions, covenants and conditions contained in this Lease shall apply to, bind and inure to the benefit of the heirs, executors, administrators, legal administrators, legal representatives, successors and assigns (where assignment is permitted) of Landlord and Tenant, respectively, administrators, legal representatives, successors and assigns (where assignment is permitted) of Landlord and Tenant, respectively.

### **SECTION 32. PARTIAL INVALIDITY.**

If any term, covenant or condition of this Lease, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, covenants and conditions of this Lease, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

### **SECTION 33. TIME OF THE ESSENCE.**

Time is of the essence of this Lease and all of the terms, covenants and conditions hereof.

### **SECTION 34. ENTIRE AGREEMENT.**

This Lease contains the entire agreement between the parties and cannot be changed or terminated orally.

### **SECTION 35. NO PARTNERSHIP.**

Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant. Neither the method of computation of rent nor any other provisions contained in this Lease nor any acts of the

parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of Landlord and Tenant.

### SECTION 36. BROKERS.

Tenant warrants that it has had no dealings with any broker or agent in connection with this Lease, except **Commercial Investment Real Estate Services** (Landlord Agent) and covenants to pay, hold harmless and indemnify Landlord from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Lease or the negotiation thereof.

### SECTION 37. MISCELLANEOUS.

**37.01** The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference to this Lease and in no way whatsoever define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

**37.02** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution or substitutions.

**37.03** The laws of the state in which the Center is located shall govern the validity, construction, performance and effect of this Lease.

**37.04** Whenever in this Lease any words of obligation or duty are used in connection with either party, such words shall have the same force and effect as though framed in the form of express covenants on the part of the party obligated.

**37.05** Intentionally Omitted.<sup>250</sup> In the event Tenant now or hereafter shall consist of more than one person, firm or corporation, then and in such event, all such persons, firms or corporations shall be jointly and severally liable as Tenant hereunder.<sup>251</sup>

**37.06** The submission of this Lease for examination does not constitute a reservation of or option for the Leased Property and this Lease becomes effective as a Lease only upon execution and delivery thereof (including execution, initialing and attaching all exhibits) by Landlord and Tenant.

**37.07** Should any claim or lien be filed against the Leased Property, or any action or proceeding be instituted affecting the title to the Leased Property, Tenant shall give Landlord written notice thereof as soon as Tenant obtains actual or constructive<sup>252</sup> knowledge thereof.

**37.08** This Lease shall not be construed either for or against Landlord or Tenant, but this Lease shall be interpreted fairly and in accordance with the general tenor of its language.

**37.09** If Tenant is other than one or more natural persons, then each natural person purporting to execute this Lease on behalf of Tenant represents and warrants to Landlord that he has the authority to cause the named Tenant to be bound hereby.

**SECTION 38. INTENTIONALLY OMITTED<sup>253</sup> PRIVACY CLAUSE<sup>254</sup>.**

Inconsideration of Landlord's covenants and agreements hereunder, Tenant hereby covenants and agrees not to disclose any terms, covenants or conditions of this lease to any other party<sup>255</sup> without the prior written consent of Landlord<sup>256</sup> except to Tenant's accountants, attorney and other advisors and as required by law or court order.<sup>257</sup>

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

**LANDLORD:**

**Tropicana Investments, LLC**  
a California Limited Liability Company

By: \_\_\_\_\_  
**Jeffrey Chauncey, Manager**

Date: \_\_\_\_\_

**TENANT:**

**JSJBD CORP,**  
a Nevada Corporation

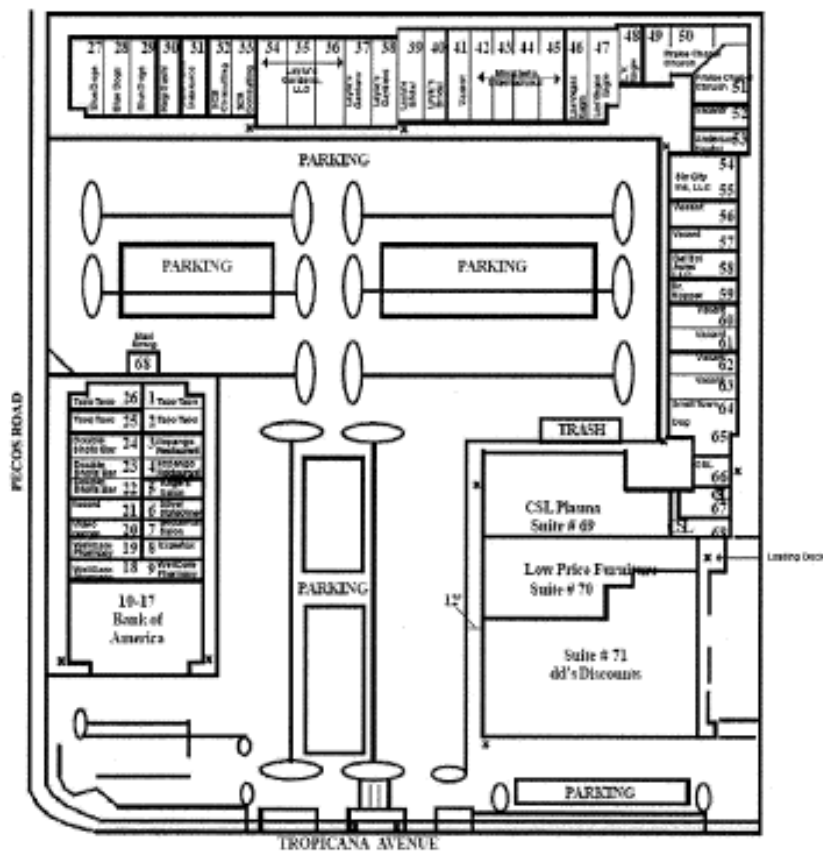
By: \_\_\_\_\_  
Stuart R. Vincent, President

Date: \_\_\_\_\_

**EXHIBIT "A"**



**Tropicana Plaza Shopping Center**  
**Exhibit A - Site Plan**



## **Exhibit A- 1 -- Legal Description**

### DESCRIPTION

All that real property situated in The County Of Clark, State Of Nevada bounded and described as follows:

#### PARCEL 1:

The south one half (s ½ ) of the southwest quarter (sw 1/4) of the southwest quarter (sw 1/4) of the southwest quarter (sw 1/4) of section 19, Township 21 south, Range 62 east, M.D.M. ( Government Lot 35)

Excepting therefrom the interest in and to the west 50 feet and the south 50 feet thereof as conveyed to The County Of Clark, State Of Nevada, by deed recorded March 22, 1973 as document No. 270930 of official records.

Further excepting that certain spandrel area as conveyed to The County Of Clark, State Of Nevada, by deed recorded July 25, 1973 as document No. 308047, official records.

Further excepting that certain spandrel area as conveyed to The County Of Clark, State Of Nevada, by deed recorded March 22, 1974 as document No. 370085 of official records.

#### PARCEL 2:

The north one half ( n ½ ) of the southwest quarter (sw 1/4) of the southwest quarter (sw 1/4) of the southwest quarter (sw 1/4) of section 19, Township 21 south, Range 62 east, M.D.M. ( Government Lot 34)

Excepting therefrom the interest in and to the west 50 feet thereof as conveyed to The County Of Clark , State Of Nevada< by deed recorded March 22, 1973 as document No. 270930 of official records.

**EXHIBIT B**

**COMMENCEMENT DATE**

The commencement date of that Lease by and between **Tropicana Investments, LLC**, as Landlord and **JSJBD CORP, a Nevada Corporation** as Tenant was the 25<sup>th</sup> day of September, 2016.

**LANDLORD:**  
**Tropicana Investments, LLC**  
a California Limited Liability Company

**TENANT:**  
**JSJBD CORP,**  
a Nevada Corporation

By: \_\_\_\_\_  
**Jeffrey Chauncey, Manager**

By: \_\_\_\_\_  
Stuart R. Vincent, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## EXHIBIT C

### DESCRIPTION OF WORK

~~This Description of Work is attached to the plans and specifications which have been prepared and initialed by Landlord and Tenant (the "Plans and Specs"). To the extent of any inconsistency between the Plans and Specs and this Description of Work, the Plans and Specs shall govern. Any item which would otherwise be required to be paid by Landlord pursuant to this Description of Work but which is not shown on the Plans and Specs shall not be included in the Leased Property and Tenant shall not be entitled to any payment, credit or offset with respect to such non-included item. Notwithstanding anything contained in this Exhibit C or in Section 8 of the Lease, in the event Landlord and Tenant have provided elsewhere in the Lease for a fixed sum as a tenant building allowance, such allowance shall include the cost of all items described below other than those described in subparagraphs 1, 2, 4 and 5 of paragraphs (1) (A) and subparagraph (1) (B) below.~~<sup>262</sup>

~~Tenant shall complete, at its sole cost and expense, any or all of the interior construction work under Section II hereof for its space. Tenant shall obtain Landlord's prior written approval of the licensed contractor who is to perform the construction work, which approval shall not be unreasonably withheld or denied. Tenant and/or its contractor shall employ only licensed contractors and subcontractors for such work, and shall obtain and pay for all required building permits, fees, and occupancy certificates. Tenant shall not conduct its work in such a manner as to interfere with Landlord's work hereunder.~~<sup>263</sup>

~~Tenant may, at its sole and absolute discretion, elect to have Landlord complete all or any part of Tenant's interior construction work under Section II hereof. If Landlord's architect or agent deems it necessary to make any changes or additions to the Plans and Specs initialed by the parties, Landlord's architect or agent shall notify Tenant in writing. Tenant shall confer with Landlord's architect or agent within ten (10) days of such notification. Provided Tenant agrees to such changes or addition, which approval shall not be unreasonably withheld or delayed, Tenant shall sign or initial amended plans prepared by Landlord and approved by Tenant and Landlord's architect or agent which incorporate the necessary changes as mutually agreed by Landlord's architect or agent and Tenant. Failure to approve or disapprove in writing, specifying the reason for such disapproval, within (10) days after request for approval shall be conclusively deemed an approval thereof.~~<sup>264</sup>

~~Within thirty (30) days after execution of the Lease, Landlord shall prepare and submit in writing to Tenant, an itemized cost breakdown of any costs to be borne by Tenant. Fifty percent (50%) of the Tenant's estimated cost shall be paid to Landlord within five (5) days after receipt of such cost breakdown and in any event prior to the commencement of construction of the Tenant's work and the balance owed by Tenant shall be paid within<sup>265</sup> fifteen (15<sup>266</sup>) days after completion of the work for which a statement is rendered to Tenant or upon issuance to Tenant of keys to the Leased Property, whichever is earlier. Tenant shall be required, as a condition precedent to receiving keys to the Leased Property, to execute such estoppel certificates for the benefit of Landlord and Landlord's lender as Landlord may require.~~<sup>267</sup> Landlord hereby acknowledges that an exterior store front design currently exists at the Leased Property. Should Tenant request any changes to the exterior store front design, finish or construction, such changes may only be completed upon written approval by Landlord. Landlord shall be entitled to erect and construct such

exteriors in keeping with the overall plan and design of the Landlord's architect or agent; provided, however, that Tenant shall receive written notice of such overall plan and design at least ten (10) days' prior to the commencement of any such exterior construction<sup>268</sup> **EXHIBIT C - Cont**<sup>269 270</sup>.

Any additional charges, expenses, or costs arising by reason of any subsequent change, modification, or alteration, prior to its performance of any work in the Leased property shall be borne by Tenant; provided, however, that Landlord shall bear the costs of any structural modification or any other modification that may be required by any applicable law, rule, regulation, ordinance, code or other legally enforceable requirement. No such changes, modifications, or alterations in said approved Plans and Specs can be made without the written consent of the Landlord after the written request thereof by the Tenant. Tenant shall bear the costs for any trade fixture or personal property Tenant installs in the Leased Property.

Upon completion of said Leased Property in accordance with the approved Plans and Specs and upon delivery to and possession by Tenant, ~~the~~<sup>271</sup> Tenant shall have the right to make any inspections to the Leased Property prior to acceptance of its delivered condition. Landlord shall remain liable for any and all work Landlord has completed in, on or about the Leased Property, and Tenant shall bear no responsibility or liability therefor.<sup>272</sup> will accept the Leased Property in the condition which it may then be and waives any right or claim against the Landlord for any cause, directly or indirectly, arising out of the condition of the Leased Property, appurtenances thereto, the improvements thereon and the equipment thereof; and Tenant shall thereafter save and hold harmless the Landlord from any and all liability<sup>273</sup>.

~~The fact that the Tenant may enter into possession of the Leased Property prior to the actual completion of the building (if Landlord elects to allow Tenant to take or enter into such possession) for the purpose of installing fixtures and equipment shall not be deemed an acceptance by the Tenant of completion by the Landlord until actual completion shall have taken place, but in such event, Tenant shall hold Landlord harmless and indemnify Landlord for any loss or damage directly caused by Tenant or its agents to Tenant's fixtures, equipment and merchandise and for injury to any person in connection with Tenant's entry onto the property.~~<sup>274</sup>

~~Any and all work completed at the Leased Property shall be in compliance with all applicable codes and regulations.~~<sup>275</sup>

#### **I. WORK DONE BY LANDLORD AT LANDLORD'S EXPENSE.**

~~NONE, Tenant, upon the completion of any inspection it deems necessary,~~<sup>276</sup> **shall accept the Leased Property in its delivered**<sup>277</sup> current<sup>278</sup> **Condition.**

#### **II. WORK DONE AT TENANT'S EXPENSE**

**NONE, except replacement of exterior signage**<sup>279</sup>.



## **Tropicana Plaza**

### **EXHIBIT D**

#### **RULES AND REGULATIONS**

Tenant agrees as follows:

##### **LOADING & UNLOADING:**

1. All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances designated for such purposes by Landlord. The delivery or shipping of merchandise, supplies and fixtures to and from the Leased Property shall be done only during normal business hours unless prior approval is obtained in advance from Landlord in writing.

##### **ANTENNAS:**

2. No radio, television, antenna(e), aerial, dish, receiving or transmission apparatus or other similar device shall be installed in the Leased Property without first obtaining in each instance Landlord's consent in writing, which written consent shall not be unreasonably withheld and shall be delivered to Tenant within two<sup>280</sup> ~~fifteen~~<sup>281</sup> (2<sup>282</sup> ~~15~~<sup>283</sup>) days of receipt of such request. Likewise, no radio, television, antenna(e), aerial, dish, receiving or transmission apparatus shall be erected on the roof or exterior walls of the Leased Property or in the Center, without in each instance, the written consent of Landlord. Any such device so installed without such written consent shall be subject to removal by Landlord without notice at Tenant's expense.

##### **ADVERTISING:**

3. Tenant shall not, without the written consent of Landlord, which written consent shall not be unreasonably withheld and shall be delivered to Tenant within two<sup>284</sup> ~~fifteen~~<sup>285</sup> (2<sup>286</sup> ~~15~~<sup>287</sup>) days of receipt of such request, use in or about the Leased Property any advertising or promotional media such as searchlights, loud speakers, phonographs, or other similar visual or audio media which can be seen or heard in or outside the Center. Tenant shall refrain from keeping, displaying or selling any merchandise or any object outside of the interior of the Leased Property or in any portion of any sidewalks, walkways or other part of the Center.

##### **EXTERIOR MAINTENANCE:**

4. The exterior areas immediately adjoining the Leased Property, as hereinafter specified, shall be kept clean and free from dirt and rubbish by Tenant, and Tenant shall not place or permit any obstructions or merchandise in such areas which impede access to the Leased Premises or the Center. Exterior areas which are "immediately adjoining" the Leased Property shall consist of the sidewalk or other paved areas which directly abut the Leased Property and extends only to the boundaries of the Leased Property. Landlord shall notify Tenant in writing of a violation of the aforesaid terms, and Tenant shall correct any such violations within ten (10) days of receipt of such notice. All garbage, including wet garbage, refuse or trash shall be placed by Tenant in the receptacles provided by Landlord for such purpose. Tenants and their authorized representatives shall not throw cigar or cigarette butts or other substances or litter or any kind in or about the Center, except in appropriate receptacles placed for such purpose, and Tenant shall make commercially reasonable efforts to direct its guests and invitees to dispose of such items in the designated receptacles. All boxes are to be broken down as to lay flat within the trash container. Tenant shall not burn any trash or garbage of any kind in or about the Leased Property or the Center.

In the event that any Tenant shall fail to remedy such a health or fire hazard or nuisance within ten (10) days after receipt of written notice by Landlord, Landlord may remedy and or correct such health or fire hazard or nuisance at the expense of the Tenant.



**PARKING:**

5. Tenant and Tenant's employees shall park their cars only in those parking areas which may be designated for such purpose by Landlord. No person shall use any automobile parking area except for the parking of motor vehicles during the period of time such person or occupants of such vehicle are customers or business invitees of the retail service and restaurant establishments within the Center. No vehicle of Tenant shall be parked longer than a 48 hour period. No recreational vehicles or trucks larger than a pick-up truck shall be parked in common parking areas by Tenant or their employees for longer than a 24 hour period. All motor vehicles shall be parked in an orderly manner within the painted lines defining the individual parking places. During peak periods of business activity, additional limitations may be imposed as to the length of time for parking use. Such limitations may be made in specified areas. Tenant and Tenant's employees and agents shall not solicit business in the parking areas or other common areas, nor shall Tenant distribute any handbills or other advertising matter in or on automobiles or other vehicles parked in the parking area or in other common areas.

**EXHIBIT D - Cont.**<sup>288</sup>

**PLUMBING:**

6. The plumbing facilities shall not be used for any other purpose than that for which they are specifically constructed, and no foreign substance of any kind shall be deposited therein. The expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by the Tenant whose employees, agents, servants, customers or invitees shall have caused **EXHIBIT D - Cont.**<sup>289</sup> it. Any Tenant whose Leased Property is served by a grease trap shall be responsible for keeping it clean and free of grease at all times; if any stoppage should occur or the grease traps should not be kept clean, Landlord shall notify Tenant in writing of such stoppage, whereupon Tenant shall have fifteen (15) days to correct the stoppage or clean the grease traps. If Tenant has not made efforts to correct the stoppage or clean the grease traps within the designated period, Landlord may cause such stoppage to be removed or such cleaning to occur, the actual cost for which shall be at the expense of Tenant.

**PESTS & PETS:**

7. Tenant shall keep the Leased Property free from pests and vermin. No pets or animals, except service animals and seeing eye dogs, shall be allowed in or about the Leased Property and the Center, without Landlord's written approval.

**NOISES:**

8. Tenant shall not make noises, cause disturbances, or create odors which may be offensive to Landlord or to other Tenants of the Center or their employees, agents, servants, customers or invitees.

**WINDOW DISPLAY & ADVERTISING:**

9. No portion of the Leased Property or the Center shall be used for sale or display of any obscene, pornographic, so-called "adult" or other offensive merchandise or activities. All signs or window painting must be approved first by Landlord in writing, and provided Landlord's consent is obtained, must be professionally done.

**ROOF:**

10. Neither Tenant nor any employees of any Tenant, except those vendors that may be required from time to time to service or replace Tenants HVAC or other Tenant equipment located on the roof, shall go upon roof of the Center without the prior written consent of Landlord. Any damage caused to the roof or building by Tenant or Tenant's vendors shall be repaired at Tenant's expense.

**SIGNS:**

11. Landlord hereby expressly acknowledges and agrees that any signs, placards, pictures, advertisement, name, notice or other object or thing visible to public view which are currently existing at, in, on, or about the Leased Property shall not be subject to the terms of this Section 11. With respect to any additional signage, without Landlord's written consent first being obtained, no sign, placard, picture, advertisement, name, notice or other object or thing visible to public view shall be installed or displayed on the exterior or in the interior of the Leased Property. Landlord shall have the right to remove, at Tenant's expense and without notice, any sign installed or displayed in violation of this rule.

Tenant shall, at its expense, and after first obtaining Landlord's written consent, erect a sign on the exterior of the Leased Property within thirty (30) days from date of occupancy. Said sign shall be of such size, shape, materials and design as may be prescribed by Landlord. Tenant shall be required to properly maintain its sign, including making prompt repairs of any nature through the term. All exterior signs will be lit from dusk 'til dawn or as Landlord may otherwise designate. No awning, shade, window blackout film or signs, whether painted or permanent shall be affixed or installed over or in the show windows or on the exterior of the Leased Property.

It is the Tenant's responsibility to maintain all business signs. All lettering must comply with the sign criteria and be **approved** by the Landlord **prior** to installation.

Any existing signs that have not been authorized are subject to removal, with no signs of any type being permitted without the **prior written** consent of the Landlord.

No banners, flags, or any other types of advertising may be hung from the overhang in front of the Leased Property without first complying with any Landlord criteria and without first obtaining Landlord's consent.

**EXHIBIT D - Cont.**<sup>291</sup>

**Under no circumstances** is the use of "A" frame signs, banners or other temporary signs permitted on windows, sidewalks, landscaped areas, parking lot, roofs or buildings including common areas of the Center, without **prior** written approval of the Landlord. However easel signs displaying daily specials will be permitted provided the size and design have been

<sup>292</sup> submitted to Landlord and approved. Movable signs such as banners mounted on trucks, trailers or cars, are not permitted anywhere on the Leased Property or in the Center.

Special sales signage may be allowed as long as the format is **approved** by the Landlord **prior** to the sale taking place. This includes the hanging of banners, window painting, flyers etc.

Upon expiration of the Lease, Tenant shall be responsible for promptly removing all signs placed in and around the Leased Property by Tenant. Tenant shall repair all damage caused to the building or Leased Property by such removal, including proper "capping off" of electrical wiring. Without limiting the generality of the foregoing, Tenant shall adhere to all requirements contained in the Lease which shall be deemed incorporated herein.

**EXHIBIT D—Cont.**<sup>293</sup>

**EXTERIOR MERCHANDISING PROHIBITED:**

12. No public telephone, newsstand, shoeshine stand, refreshment, vending or other coin operated machine shall be installed or placed on the sidewalk or walkway area adjacent to the Leased Property or on the common area without Landlord's prior written approval in each instance.

**EXTERIOR SANITATION:**

13. Any Tenant operating a carry-out food operation, including any ice cream store, shall pay Landlord for all sidewalk and walkway clean-up work (including without limitation steam cleaning) that Landlord shall determine is necessary to preserve the sanitation, cleanliness, clean appearance, and safety of the Center. Additionally, Tenant shall be responsible for a clean-up area of not less than one hundred feet (100') in radius from their entrance(s) to the Leased Property. Tenant shall pay Landlord for all costs with the next succeeding month's rent.

**COMMON AREAS:**

14. Without the prior written consent of the Landlord, no person shall use any of the common area for any purpose or activities except in conjunction with the normal business activities of the Center. Tenants and their authorized representatives and invitees shall not loiter in the parking or other common areas that any Tenant has the right to use in a manner which impedes any other tenant's use of the Center, nor shall they in any way obstruct the sidewalks, entry passages, pedestrian passageways, driveways, entrances and exits, and shall use them only as ingress to and egress from their work areas. Tenants which are open 24 hours may at the Tenant's option hire Security Personnel to police both the interior and/or exterior of the Leased Property. Should the Tenant opt to hire a Security company, Tenant must notify Landlord in advance of the name and phone contact of said company.

**NON-WAIVER:**

15. Landlord may waive any one of these rules for the benefit of any particular tenant or tenants, but such waiver by Landlord shall not be construed as a waiver of such rules in favor of any or all tenants of the Center. No waiver of any rule or regulation by Landlord shall be effective unless in writing and signed by Landlord.

Landlord reserves the right at any time to change or rescind any one or more of these rules or regulations or to make such other and further reasonable rules and regulations as in Landlord's judgement may from time to time be necessary for the management, safety, care, and cleanliness of the Center for the preservation of good order therein, and for the convenience of tenants and visitors to the Center. Any such amendments, deletions or additions to these rules and regulations shall be applicable to all tenants of the Center and shall be effective immediately upon delivery of written notice thereof to tenants.

**TENANT CONSENT:**

16. Landlord shall reasonably enforce<sup>294</sup> ~~not be responsible to any Tenant or to any other person for the non-observance or violation of~~<sup>295</sup> these rules and regulations ~~for the benefit of the tenants and patrons of the Center~~<sup>296</sup> ~~by any other Tenant or person~~<sup>297</sup>. All Tenants shall be deemed to have read these rules and regulations and to have agreed to abide by them as a condition to their occupancy of the space listed.



The undersigned Tenant hereby agrees to abide by the foregoing Rules and Regulations as may be modified, changed and supplemented from time to time.

**TENANT:**

**JSJBD CORP, a Nevada Corporation**

By: \_\_\_\_\_  
**Stuart R. Vincent, President**

Date: \_\_\_\_\_

**EXHIBIT E**

**GUARANTY**

<sup>299</sup>DESCRIPTION OF LEASE: General Retail Lease <sup>300</sup>

EFFECTIVE DATE: September 1, 2016 <sup>301</sup>

LANDLORD: Tropicana Investments, a California <sup>302</sup>  
Limited Liability Company <sup>303</sup>

TENANT: JSJBD CORP, a Nevada Corporation <sup>304</sup>

PREMISES: 3430 E. Tropicana Avenue, Suite # 27-29 <sup>305</sup>  
Las Vegas, NV 89121 <sup>306</sup>

GUARANTY OF LEASE effective September 1, 2016 by and between <sup>307</sup> Tropicana Investments, LLC <sup>308</sup> as Landlord and Stuart R. Vincent, Jeffrey B. Vincent, Bruce Eisman and Bruno Mark as Guarantors. <sup>309</sup>

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned Guarantor hereby unconditionally and irrevocable guarantees the full and faithful performance by Tenant of all the terms, covenants and conditions of the above-referenced Lease, including, but not limited to, the payment of all rent when and as the same shall become due. This Guaranty shall remain in full force and effect regardless of any amendment, modification, extension, compromise or release of any term, covenant or condition of the Lease or of any party thereto, as the case may be. The undersigned agrees to indemnify Landlord against any and all liability, loss, costs, charges, penalties, obligations, expenses, attorneys' fees, litigation, judgements, damages, claims and demands of any kind whatsoever in connection with arising out of or by reason of the assertion by Tenant of any defense to its obligations under the Lease or the assertion by Guarantor of any defense to its obligations hereunder. Guarantor waives any right or claim of right to cause a marshaling of Tenant's assets or to proceed against Guarantor or Tenant or any security for the Lease or this Guaranty in any particular order and Guarantor agrees that any payments or performance required to be made hereunder shall become due upon demand in accordance with the terms hereof immediately upon the happening of a default under the Lease, whether or not Guarantor has been given notice of such default, and Guarantor hereby expressly waives and relinquishes all rights and remedies accorded by applicable law to guarantors, including, but not limited to, notice of demand, notice of default, any failure to pursue Tenant or its property, any defense arising out of the absence, impairment or loss of any right of reimbursement or subrogation, and any defense arising by reason of any defense of Tenant or by reason of the cessation of the liability of Tenant or any defense by reason of the assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the said Lease, or by reason of summary or other proceedings against Tenant. <sup>310</sup>

No delay on Landlord's part in exercising any right, power or privilege under this Guaranty or any other document executed in connection herewith shall operate as a waiver of any such privilege, power or right.<sup>311</sup>

Guarantor agrees that any judgment rendered against Tenant for monies or performance due Landlord shall in every and all respects bind and be conclusive against Guarantor to the same extent as if Guarantor had appeared in any such proceeding and judgment therein had been rendered against Guarantor.<sup>312</sup>

Guarantor subordinates to Tenant's obligations to Landlord all indebtedness of Tenant to Guarantor, whether now existing or hereafter contracted, whether direct or indirect, contingent or determined. With respect to any such indebtedness of Tenant to Guarantor, Guarantor further agrees to make no claim therefor until any and all obligations of Tenant to Landlord shall have been discharged in full and Guarantor further covenants and agrees not to assign all or any part of such indebtedness while this Guaranty remains in effect.<sup>313</sup>

#### **EXHIBIT E - Cont.**<sup>314</sup>

The terms, covenants and conditions contained in this Guaranty shall apply to and bind the successors and assigns of the undersigned.<sup>315</sup>

The terms, covenants and conditions contained in this Guaranty shall inure to the benefit of the successors and assigns of Landlord.<sup>316</sup><sup>317</sup>

If any term, covenant or condition of this Guaranty, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, covenants and conditions of this Guaranty, and all applications thereof not held invalid, void or unenforceable shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.<sup>318</sup>

In this Guaranty, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.<sup>319</sup>

This Guaranty shall be construed in accordance with its intent and without regard to any presumption or other rule requiring construction against the party causing the same to be drafted.<sup>320</sup>

The laws of the state in which the leased premises are located shall govern the validity, construction, performance and effect of this Guaranty.<sup>321</sup>

Should Guarantor consist of more than one person or entity, then, in such event, all such persons and entities shall be jointly and severally liable as Guarantor hereunder.<sup>322</sup>

<sup>323</sup> DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.<sup>324</sup>

Guarantor:<sup>325</sup>  
Stuart R. Vincent<sup>326</sup>

Social Security Number:<sup>327</sup>

Residence Telephone Number: \_\_\_\_\_ 328  
Residence Address: \_\_\_\_\_ 329  
\_\_\_\_\_ 330  
DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016, 331  
Guarantor: \_\_\_\_\_ 332  
\_\_\_\_\_ Jeffrey B. Vincent, 333  
Social Security Number: \_\_\_\_\_ 334  
Residence Telephone Number: \_\_\_\_\_ 335  
Residence Address: \_\_\_\_\_ 336  
\_\_\_\_\_ 337  
DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016, 338  
Guarantor: \_\_\_\_\_ 339  
\_\_\_\_\_ Bruce Eisman, 340  
Social Security Number: \_\_\_\_\_ 341  
Residence Telephone Number: \_\_\_\_\_ 342  
Residence Address: \_\_\_\_\_ 343  
\_\_\_\_\_ 344  
DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016, 345  
Guarantor: \_\_\_\_\_ 346  
\_\_\_\_\_ Bruno Mark, 347  
Social Security Number: \_\_\_\_\_ 348  
Residence Telephone Number: \_\_\_\_\_ 349  
Residence Address: \_\_\_\_\_ 350  
\_\_\_\_\_

## **TROPICANA PLAZA**

### **EXHIBIT F**

#### **SIGN CRITERIA**

This criteria has been established for the purpose of assuring a coordinated sign program for the mutual benefits of all Tenants at this Center. The intent of the following sign criteria is to offer the Tenant as much flexibility as possible and to encourage different types and color of script. The specified signs will offer both maximum identity and maximum aesthetic quality which benefits the Tenant and the shopping center. Compliance will be strictly enforced; and any installed nonconforming or unapproved sign



of Tenant shall be corrected at the expense of the Tenant. The following criteria is applicable to all signs in the Center.

**A. General Requirements**

1. Prior to applying to County Planning Department for approval and permits, each Tenant shall submit to the Landlord or his agents for approval before fabrication, at least two (2) copies of detailed drawings indicating the location, size, layout, design and color of the proposed signs, including all lettering and/or graphics.
2. All signs shall be reviewed by the Landlord or his agent for conformity with this criteria and overall design quality. Approval or disapproval of sign submittals based on aesthetics or design shall remain the sole right of the Landlord. No sign shall be installed until such approval shall have been granted in writing by the Landlord.
3. All permits for signs and installation thereof shall be obtained by the Tenant or his representative. The expense of fabrication and installation of all signs, including permits, shall be the responsibility of the Tenant, who shall also be responsible for compliance with all applicable codes and with these criteria.

**B. General Specifications**

1. No projections beyond the sign area will be permitted. Signage area is to be within limits as indicated by Landlord in these criteria.
2. Except as provided herein, no advertising placards, banners, pennants, names, insignia, trademarks or other descriptive material shall be affixed or maintained upon the glass panels and supports of the show windows and doors or upon the exterior walls of building or store front.
3. All signs and their installation shall comply with all local building and electrical codes.
4. Signs shall be composed of individual or script lettering. Sign boxes and cans will not be permitted. Logos will be considered on a case by case basis. Colors will also be approved on a case by case basis.
5. Wording of each sign shall not include the product sold except as a part of the Tenant's trade name or insignia. Therefore, Tenants shall display only trade names, or their basic product name, i.e., "John's Liquor", "Cleaners" or combination thereof.

**C. Design Requirements**

1. The width of the Tenant fascia sign shall not exceed 80% of the width of the Demised Premises. Lettering shall center on Demised Premises unless prior approvals or directions are obtained from Landlord or his agent.

2. Size of letters shall be a maximum of 24" and 5" in depth. Any exceptions will require prior written consent of Landlord.
3. All letters will have colored 1/8" or better plastic faces. Trim cap retainers on faces and returns must be in gold and are mandatory.
4. All letters will be individually illuminated from within 30 MA single or double tube white neon. No exposed neon will be permitted. All openings shall be properly sealed to prevent light leaks.
5. Each Tenant will be permitted to place upon each entrance of its Demised Premises not more than 144 square inches of gold leaf or decal application lettering, not to exceed two inches (2") in height, indicating hours of business, emergency telephone number, etc. Any exceptions will require prior written consent of the Landlord.
6. Painted lettering will not be permitted.
7. Each Tenant who has a non-customer door for receiving merchandise may have uniformly applied on said door, in location as directed by the project architect, in Two inches (2") high block letters, the Tenant's name and address. In the case that more than one Tenant uses the same door, each Tenant's name and address shall be applied. Color of letters will be selected by the project architect.

D. General Construction Requirements

1. Tenant shall be responsible for the manufacture, complete installation and maintenance of all signs.
2. All signs are to be installed under the direction of the Project Contractor's superintendent or representative.
3. Tenant shall be fully responsible for the operation of Tenant's sign contractors.
4. Tenant's sign contractor shall repair any damage to any portion of the structure and finish caused by his work.
5. All penetrations of the building structure required for sign installation shall be sealed in a watertight condition and shall be patched to match adjacent finish.
6. No exposed lamps or tubing will be permitted.
7. No animated, flashing or audible signs will be permitted.
8. No exposed raceways, cabinets, cross-overs, conduits, conductors, transformers or other equipment shall be permitted unless approved by

Landlord prior to construction. Any exposed ducts shall be painted-out to match the adjacent material.

9. No sign maker's label or other identification will be permitted on exposed surface of sign, except for those required by local ordinance, in which case shall be placed in an inconspicuous location.

10. No signs of any sort shall be permitted on building's roof.

E. Sign Contractor General Requirements

1. All companies bidding to manufacture these signs are advised that no substitutes will be accepted by purchaser whatsoever, unless indicated in the specifications and approval by Landlord and Tenant. Any deviation from these specifications may result in purchaser's refusal to accept same.

2. All manufacturers are advised that prior to acceptance and final payment, each unit will be inspected for conformity. Any signs found not in conformity will be rejected and removed at the Tenant's expense.

3. Entire display shall be guaranteed for 90 days against defects in material and workmanship. Defective parts shall be replaced without charge.

4. Sign company shall carry workmen's compensation and public liability insurance against all damage suffered or done to any and all persons and/or property while engaged in the construction or erection of signs in the amount of \$300,000.00.

5. Lessee's sign contractor shall completely install and connect sign display. Primary wiring at sign location stipulated by Landlord to be provided by Lessee's contractor and completed prior to sign installation.

Sign company agrees to abide by the above criteria for said project and warrants that the installation of sign by \_\_\_\_\_ is correct.

\_\_\_\_\_  
Sign Company Authorization

**TENANT:**  
**JSJBD CORP, a Nevada Corporation**

By: \_\_\_\_\_  
**Stuart R. Vincent, President**

Date: \_\_\_\_\_



## RESERVED PARKING PLAN



## TROPICANA PLAZA SHOPPING CENTER

### LEASE

THIS LEASE ("Lease") is made and entered into this \_\_\_\_ day of July, 2017, effective as of September 1, 2016, (the "Effective Date"), by and between Tropicana Investments, a California Limited Liability Company (hereinafter referred to as "Landlord") and JSJBD CORP, a Nevada Corporation (hereinafter referred to as "Tenant").

#### SECTION 1. DEMISED PREMISES.

Upon the conditions, limitations, covenants and agreements set forth below, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that store area in Tropicana Plaza (the "Center"), which Center is described on Exhibit A-1 attached hereto and incorporated herein by reference, located at 3430 E. Tropicana Avenue, Las Vegas, Nevada 89121 denominated as space(s) no. 27-29, and indicated by cross-hatching on the site plan attached hereto as Exhibit A-2 and incorporated herein by reference ("Leased Property") consisting of approximately Four Thousand Two Hundred (4,200 +/-) square feet. Such square footage number shall be used in this lease for the sole purpose of determining Tenant's portion of the Center's Operating Costs, Parking and Common Areas (Section 10.). Landlord reserves to itself the use of the roof, exterior walls (other than store fronts) and the area above and below the Leased Property together with the right to install, maintain, use, repair and replace pipes, ducts, conduits, wires and structural elements now or in the future leading through the Leased Property and which serve other parts of the Center. Unless deemed an emergency repair, Landlord shall provide Tenant at least seven (7) days' written notice prior to the commencement of any such work.

#### SECTION 2. TERM.

**2.01** The term of this Lease shall be for a period of Sixty (60) months, commencing on the Effective Date, as hereinabove defined, unless terminated earlier as elsewhere herein provided; provided that if the occupancy date is not the first day of a calendar month the term hereof shall be for Sixty (60) months plus the period between the occupancy date and the first day of the next succeeding calendar month. At such time as the commencement date shall have been established, Landlord and Tenant shall execute a memorandum in the form of Exhibit B attached hereto and incorporated herein by reference confirming said date. The failure of either party to execute and/or deliver such memorandum shall not delay the Effective Date or vitiate the effectiveness of this Lease.

**2.02** Notwithstanding anything to the contrary in Exhibit C, Landlord and Tenant acknowledge and agree that Landlord has no obligation whatsoever to perform any work, repairs, maintenance, or make any improvements to the Leased Property.

**2.03** INTENTIONALLY DELETED.

*Trop. Rev. 9/16*

1

Initials  
Landlord\_\_\_\_  
Tenant\_\_\_\_

2.04 If Landlord agrees in writing that Tenant may hold over after the expiration or termination of this Lease, unless the parties hereto otherwise agree in writing on the terms of such holding over, the holdover tenancy shall be subject to termination by Landlord or Tenant at any time upon not less than thirty (30) days prior written notice. No holding over by the Tenant, whether with or without consent of Landlord, shall operate to extend this Lease.

2.05 Landlord or Tenant shall give written notice of termination by certified mail to the other at least ninety (90) days prior to the expiration date of any renewal term of the lease.

### SECTION 3. RENT

3.01 Subject to adjustment as hereinafter provided, Tenant shall pay Landlord as base minimum rent (Base Rent) for the term of this Lease, the total sum of **Five Hundred Sixteen Thousand Six Hundred Dollars & 00/100 (\$516,600.00)**. Beginning on the Effective Date, Tenant shall pay to Landlord minimum monthly rent as follows:

9/01/16 - 8/31/17 @ \$8,190.00 per month, \$98,280.00 per annum.  
9/01/17 - 8/31/18 @ \$8,400.00 per month, \$100,800.00 per annum.  
9/01/18 - 8/31/19 @ \$8,610.00 per month, \$103,320.00 per annum.  
9/01/19 - 8/31/20 @ \$8,820.00 per month, \$105,840.00 per annum.  
9/01/20 - 8/31/21 @ \$9,030.00 per month, \$108,360.00 per annum.

provided that if the lease term includes a fractional month, for that fractional month Tenant shall pay as minimum rent that proportion of the minimum monthly rent due which the number of days in said fractional month bears to the total number of days in said month.

3.02 The monthly Base Rent amounts shall be paid to Landlord in advance on the first day of each month during the term of this Lease. Base Rent for any fractional month shall be calculated accordingly.

(a) "Lease year" shall mean the twelve (12) month calendar year, except that in the event the Occupancy Date occurs on a date other than January 1, the first lease year hereunder shall be that fractional part of the calendar year from the Occupancy Date to December 31 of the same year and the final lease year shall be that fractional part of the calendar year from January 1 to the termination date.

3.03 Provided Tenant is in compliance with each and every term, covenant and condition hereof on its part to be performed, Tenant shall have the option to extend this Lease for **Two (2)** extension terms of **Five (5)** years, commencing on the expiration date hereof. Said option shall be exercised by giving Landlord notice in writing of such election at least ninety (90) days prior to the expiration of the original term. Such extension term shall be on the same terms as this Lease, except that the minimum Base Rent provided in Section 3.01 of the Lease shall be negotiated but in no event reduced, and in no event less than the Base Rent existing on the last day of the expiring term, plus **three percent (3%)** thereof, with a corresponding three percent (3%) increase for each additional year of the extended term.

Trop. Rev. 9/16

2

Initials  
Landlord\_\_\_\_  
Tenant\_\_\_\_

**3.04** All rents and other monies required to be paid by Tenant hereunder shall be paid to Landlord without deduction or offset, prior notice or demand, in lawful money of the United States of America, at **P.O. Box 50170, Lighthouse Point, FL 33074**, or at such other place as Landlord may, from time to time, designate upon thirty (30) days' prior written notice. Notwithstanding the immediately preceding sentence, Landlord agrees that Tenant may make payment of monies due hereunder by a personal or business check drawn on a financial institution located in the county in which the Center is located; provided, however, that if at any time any such check is dishonored or returned to Landlord or Landlord's bank without payment then, in addition to the other remedies available to Landlord hereunder, Landlord may thereafter require Tenant to make payment of monies due hereunder in cash or by certified check drawn on a financial institution acceptable to Landlord and located within the county in which the Center is located.

**3.05** If Tenant shall fail to pay, when the same is due and payable, any rent, or any additional rent, or any other amount or charges to be paid by Tenant hereunder, such unpaid amount in addition to any late fee shall bear interest from the due date thereof to the date of payment at a rate which is eighteen percent (18%) per annum, or (ii) the highest rate which may lawfully be charged therefor.

**3.06** If at any time any payment made by Tenant hereunder is **not RECEIVED by Landlord within five (5) days after the due date thereof**, then, in addition to interest as provided in Section 3.04 hereof, Tenant shall pay on demand with respect to each such late payment and as additional rent a late charge equal to ten percent (10 %) of the amount not timely paid. If, at any time any personal or business check proffered by Tenant in payment of any obligation hereunder shall be dishonored by the bank or other financial institution on which it is drawn, Tenant shall pay a dishonored check charge equal to fifty dollars (\$50.00) for each check so dishonored; if a dishonored check is re-submitted and again dishonored, an additional dishonored check charge shall be paid by Tenant. Tenant acknowledges that such late charges and dishonored check charges represent reasonable approximations of the additional time, effort and expense incurred by Landlord as a result of such late payment and/or dishonored check, as the case may be.

**3.07** Landlord may apply any and all monies received from Tenant to Tenant's then due or past due obligations in such order as Landlord, in its sole discretion, may elect.

#### **SECTION 4. INTENTIONALLY OMITTED.**

#### **SECTION 5. SECURITY DEPOSIT.**

Tenant, prior to the execution of this Lease, has deposited with Landlord the sum of **Fifteen Thousand Dollars (\$15,000.00)** receipt of which is hereby acknowledged by Landlord. Said deposit shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease by Tenant to be kept and performed during the term hereof, provided that Tenant shall not be excused from the payment of any rent herein reserved or any other charge herein provided. If Tenant defaults with respect to any provision of this Lease and has not remedied such default within 30 days after receiving written notice from Landlord, Landlord may, but shall not be required to use or retain all or any part of such security deposit for the payment of any

*Trop. Rev. 9/16*

3

Initials  
Landlord \_\_\_\_\_  
Tenant \_\_\_\_\_



rent, to repair damages to the Leased Property, to clean the Leased Property or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount. Landlord shall not be required to keep such security deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. Should Tenant comply with all of said terms, covenants and conditions and promptly pay all the rental amounts as herein provided, and all other sums payable by Tenant to Landlord hereunder, then the said deposit shall be returned to Tenant within thirty (30) days after the end of the term of this Lease or after the last payment due from Tenant to Landlord is paid, whichever last occurs. In the event of sale or transfer of the Center or of any portion thereof containing the Leased Property, if Landlord transfers the security to the vendee or transferee for the benefit of Tenant, or if such vendee or transferee assumes all liability with respect to such security, Tenant shall receive written confirmation from Landlord and any such vendee or transferee that the security has been so transferred. Upon such written notice, Landlord shall be considered released by Tenant from all liability for the return of such security, and Tenant agrees to look solely to the new Landlord for the return of the security, and it is agreed that this Section 5 shall apply to every transfer or assignment to a new Landlord.

#### **SECTION 6. POSSESSION AND SURRENDER OF LEASED PROPERTY.**

**6.01** Tenant shall by entering upon and occupying the Leased Property be deemed to have accepted the Leased Property and Landlord shall not be liable for any latent or patent defect therein.

**6.02** Upon the expiration or sooner termination of the term of this Lease, if Tenant has fully and faithfully performed all of the terms, conditions and covenants of this Lease to be performed by Tenant, but not otherwise, Tenant shall, at its sole cost and expense, remove all personal property which Tenant has placed on (but not affixed to) the Leased Property (all of which are hereinafter referred to as "Tenant's property"). Tenant shall repair all damage thereto resulting from such removal and Tenant shall thereupon surrender the Leased Property in substantially the same condition as on the date when the Leased Property was delivered to Tenant, reasonable wear and tear excepted. If Tenant has not fully and faithfully performed all of the terms, conditions and covenants of this Lease to be performed by Tenant, Tenant shall nevertheless remove Tenant's property from the Leased Property in the manner aforesaid within fifteen (15) days after receipt of written direction to do so from Landlord. In the event Tenant shall fail to remove any of Tenant's property as provided herein, Landlord may, but is not obligated to, at Tenant's expense, remove all of such property not so removed and repair all damage to the Leased Property resulting from such removal, Landlord shall have no responsibility to Tenant for any loss or damage to said property caused by or resulting from such removal or otherwise. If the Leased Property is not surrendered at the end of the Lease term, Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Leased Property including, without limitation, any claims made by any succeeding tenant founded on such delay. Unless otherwise specified or directed by Landlord, all items brought onto the Leased Property which are affixed to or installed in

*Trop. Rev. 9/16*

4

Initials  
Landlord \_\_\_\_\_  
Tenant \_\_\_\_\_

the Leased Property in any manner shall be deemed fixtures and shall be and become the property of the Landlord upon expiration or sooner termination of this Lease.

#### SECTION 7. USE OF LEASED PROPERTY

7.01 The Leased Property is leased to Tenant solely for use as a Gaming Bar & Restaurant, and no other use is or shall be permitted without prior written consent of Landlord. Tenant shall conduct business under the trade name of Blue Dogs Pub.

7.02 Tenant shall not, without prior written consent of all insurance companies which have issued any insurance of any kind whatsoever with respect to the Leased Property or the Center, sell, or suffer to be kept, used or sold in, upon or about the Leased Property any gasoline, distillate or other petroleum products or any other substance or material of an explosive, inflammable or radiological nature, in such quantities as may be prohibited by any such insurance policy, or which may endanger any part of the Center or its occupants, business patrons or invitees.

7.03 Landlord hereby acknowledges and agrees that certain machines and devices currently exist in the Leased Property and Tenant shall be expressly permitted to continue to operate all such existing machines and devices in the Leased Property. With respect to any machines or devices which are not currently existing in the Leased Property, Tenant shall not, without Landlord's prior written approval, operate or permit to be operated on the Leased Property or in the Center any coin or token-operated vending machines or similar device for the sale or leasing to the public of any goods, wares, merchandise, food, beverages, and/or service, including, without limitation, pay telephones, pay lockers, pay toilets, scales and amusement devices.

7.04 Tenant shall refrain from using or permitting the use of the Leased Property or any portion thereof as living quarters, sleeping quarters or lodging rooms.

7.05 Tenant shall refrain from using or permitting the use of the Leased Property or any portion thereof for office, clerical or other non-selling purposes, except space in the Leased Property may be used for such purposes to such extent as is reasonably required for the conduct of Tenant's business thereon or as otherwise designated in writing by the parties. Landlord hereby acknowledges and agrees that space in the Leased Property is currently used for office and clerical purposes to conduct Tenant's business and that Tenant is expressly permitted to continue to use such space for office and clerical purposes.

7.06 Tenant shall not, without Landlord's prior written approval, conduct or permit any fire, bankruptcy, auction, "going out of business", "moving" or similar sale in, on or about the Leased Property.

7.07 All fixtures, showcases and other equipment to be used by Tenant in, about or upon the Leased Property which are not currently existing in, about or upon the Leased Property shall be subject to the prior written approval of Landlord. Any and all existing fixtures, showcases and other equipment in, about or upon the Leased Property is hereby approved by Landlord.

Trop. Rev. 9/16

5

Initials  
Landlord \_\_\_\_\_  
Tenant \_\_\_\_\_

7.08 Except as already existing in the Leased Property, Tenant shall not, without Landlord's prior written approval, cover or obstruct any windows, glass doors, lights, skylights, or other apertures that reflect or admit light into the Leased Property.

7.09 Tenant shall not, without Landlord's prior written approval, allow display windows of the Leased Property to be empty or untrimmed at any time.

7.10 Tenant shall refrain from keeping or permitting the keeping of any animals of any kind in, about or upon the Leased Property without Landlord's prior written approval; provided, however, that if the business conducted by Tenant on the Leased Property includes the sale of pets, Tenant may keep such animals on the Leased Property as are normally kept for such business, including service animals.

7.11 Except to the extent the Leased Property is now used for storage or warehouse purposes, Tenant shall not use the Leased Property for additional storage or warehouse purposes beyond such use as is reasonably required to keep Tenant's store adequately stocked for retail sales in, at or from the Leased Property.

7.12 Except as provided for elsewhere herein, Tenant shall keep and maintain in good order, condition and repair (including any such replacement and restoration as is required for that purpose) the Leased Property and every part thereof and any and all appurtenances thereto wherever located, including, but without limitation, the exterior and interior portion of all doors, door checks, windows, plate glass, store front, all plumbing and sewage facilities within the Leased Property including free flow up to the main sewer, fixtures, heating and air conditioning and electrical systems (whether or not located in the Leased Property), sprinkler system, walls, floors and ceilings, and any work performed by or on behalf of Tenant hereunder. Tenant shall also keep and maintain in good order, condition and repair (including any such replacement and restoration as is required for that purpose) any special equipment, fixtures or facilities other than the usual and ordinary plumbing and utility facilities, which special facilities shall include but not be limited to grease traps, located outside the Leased Property. Landlord agrees to provide Tenant the benefit of any warranties Landlord may have pertaining to those parts of the Leased Property Tenant is responsible for maintaining hereunder. Tenant shall store all trash and garbage in metal containers designated by Landlord and so as not to be visible or create a nuisance to customers and business invitees in the Center, and so as not to create or permit any health or fire hazard.

7.13 Tenant shall at all times during the term of the Lease comply with all governmental rules, regulations, ordinances, statutes and laws, and the orders and regulations of the National Board of Fire Underwriters or any other body now or hereafter exercising similar functions, now or hereafter in effect pertaining to the Center, the Leased Property or Tenant's use thereof.

7.14 Tenant hereby covenants and agrees that it, its agents, employees, servants, contractors, subtenants and licensees shall abide by the Rules and Regulations attached hereto as Exhibit D and incorporated herein by reference and such additional rules and regulations hereafter adopted and amendments and modifications of any of the foregoing as Landlord may, from time to time, adopt for the safety, care and cleanliness of the Leased Property or the Center or for the preservation of good order thereon. Tenant shall

Trop. Rev. 9/16

6

Initials  
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comply with all such amendments, modifications or additional rules and regulations to the extent that Landlord provides Tenant notice of such amendments, modifications or additions in writing at least thirty (30) days prior to such time the amended, modified or additional rule or regulation is to take effect.

**7.15 INTENTIONALLY OMITTED.**

**7.16** Tenant shall use the Leased Property solely for the purposes set forth in Section 7.01. Tenant shall take all necessary action to prevent and avoid foul odors, emissions, fumes, liquids or other substances or excessive noise from any source from escaping or extending beyond the Leased Property. In addition, Tenant shall not do, permit or suffer anything to be done, or kept upon the Leased Property which will obstruct or interfere in any manner with the rights of other Tenants, Landlord or the patrons and customers of any of them, or which will annoy any of them or their patrons or customers, nor will Tenant commit or permit any nuisance on the Leased Property or commit or suffer any immoral or illegal act to be committed thereon. Without limiting the generality and broad scope of the foregoing Covenants and prohibitions, Tenant shall not permit, cause or suffer unreasonable or excessive noise or sound to extend beyond the Leased Property, including but not limited to sound emanating from voices, music, entertainment, singing, video tapes, loud speakers, recording devices, microphones, or any other natural and/or mechanized device. Tenant specifically agrees that in the event of any breach or default of the foregoing Covenants and prohibitions by Tenant or any of Tenant's employees, agents, patrons or customers, Landlord shall be entitled to obtain injunctive relief to seek immediate abatement of any of the matters referred to herein, and Landlord may also obtain damages, in accordance with the provisions of NRS 40.140.

**7.17** No cooking shall be done or permitted by any Tenant on the Leased Property nor shall they be used for the manufacture of merchandise; provided, however, that if the business conducted by Tenant on the Leased Property includes sale of prepared food, Tenant may conduct such cooking on the Leased Property as is normally incident to such business. Tenant to comply with all local, city & state codes, permits and licenses.

**7.18.** Tenant shall operate all of the Leased Property during the entire Lease Term with sound business practice, due diligence, and efficiency.

**7.19. Retail & Food Related Tenant's:** Tenant shall provide, install, and at all times maintain in the Leased Property all suitable furniture, fixtures, equipment, and other personal property necessary for the conduct of Tenant's business therein, in a businesslike manner, shall carry at all times in the Leased Property a stock of merchandise of such size, character and quality as shall be reasonably designed to produce the maximum return to Tenant, and shall staff the Leased Property at all times with sufficient sales personnel to serve its customers. Tenant represents to Landlord and Landlord hereby acknowledges that the current operating hours of Tenant are XXXXXXXXXX. In the event such Tenant alters the current operating hours, Tenant shall provide Landlord written notice of the new operating hours.

**SECTION 8. ALTERATIONS AND IMPROVEMENTS**

**8.01. INTENTIONALLY OMITTED.**

*Trop. Rev. 9/16*

7

Initials  
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**8.02 Work to be performed by Tenant:** Any work or improvement to be performed by Tenant must first have Landlord's written approval and comply with all local, city & state codes, permits and licenses.

**8.03** Tenant shall observe and perform all of its obligations under this Lease, from the date upon which the Leased Property is occupied and from the Effective Date of the Lease term in the same manner as though the Lease term began when the Leased Property was so made available to Tenant.

**8.04** Tenant shall not make any additions, alterations improvements or changes ("improvements") in or to the Leased Property without the prior written approval of Landlord, which approval shall not be unreasonably withheld or denied. Except as provided in Exhibit C hereto, any improvements shall be at the sole cost and expense of Tenant. Any improvements shall be made promptly and in good and workmanlike manner and in compliance with all insurance requirements and with all applicable permits, authorizations, building regulations, zoning laws and all other governmental rules, regulations, ordinances, statutes and laws, now or hereafter in effect pertaining to the Leased Property or Tenant's use thereof. Any improvements made by Tenant shall at Landlord's option become the property of Landlord upon the expiration or sooner termination of this Lease. However, Landlord shall have the right to require Tenant to remove such improvements, at Tenant's sole cost and expense, upon such termination of this Lease and to surrender the Leased Property in the same condition as it was prior to the making of any or all such improvements, ordinary wear and tear accepted.

**8.05** Tenant will not create or permit to be created or to remain, and will discharge within 15 days from the date of recordation, any mechanic's or materialmen's lien, encumbrance or charge upon fixtures, equipment, or personal property located within the Leased Property.

**8.06 SIGNS.**

A. Existing Signage. Landlord hereby expressly acknowledges and agrees that existing signage has been previously affixed to the Leased Property by Tenant and such existing signage shall require no additional action or approvals. If Tenant desires to affix any additional signage, the Tenant shall comply with the terms of Section 8.06(B). Notwithstanding anything to the contrary set forth herein, Tenant acknowledges and agrees that within Sixty (60) days from the date the Lease is executed the existing fascia and signage used by Tenant shall be replaced with new signage.

B. Additional Signage. The Tenant may affix and maintain upon the glass panes and supports of the show windows and within twelve (12) inches of any window and upon the exterior walls of the building only such additional signs, advertising placards, names, insignia, trademarks and descriptive material as shall have first received the written approval of the Landlord as to size, type, color, location, copy, nature and display qualities. All expenses of which including but not limited to, lettering, plexiglass faces, or any other alterations shall be at the sole cost/expense of the Tenant. Anything to the contrary in this Lease notwithstanding, Tenant shall not affix any sign to the roof of the building. The Tenant may not display or sell merchandise or allow grocery carts or other

*Trop. Rev. 9/16*

8

Initials  
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similar devices within the control of Tenant to be stored or to remain outside the defined exterior walls and permanent doorways of the Leased Property. Tenant further agrees not to install any additional exterior lighting, amplifiers or similar devices or use in or about the Leased Property any advertising medium which may be heard or seen outside the premises, such as flashing lights, searchlights, loud speakers, phonographs or radio broadcasts. Except as permitted in Section 8.06(A), no additional sign may be erected without the prior written consent of any governmental authority having jurisdiction thereof or without the consent of the Landlord.

#### **SECTION 9. LANDLORD'S REPAIRS.**

Landlord agrees to keep in reasonably good order, condition and repair the foundations, exterior walls and roof of the Leased Property (but excluding exterior and interior of all windows, doors, plate glass, showcases and HVAC) and except for any damage thereto caused by any act or negligence of Tenant or its agents, employees servants, contractors, subtenants, licensees, customers or business invitees. It is an express condition precedent to all obligations of Landlord to repair or maintain and that Tenant shall have notified Landlord in writing of the need for such repairs or maintenance. Landlord shall have a minimum of 30 days to make such repairs. The cost of such work shall be included in the Center's Operating Cost, as such term is hereinafter defined in Section 10.

#### **SECTION 10. OPERATING COSTS, PARKING AND COMMON AREAS.**

**10.01** Tenant, its agents, employees, servants, contractors, subtenants, licensees, customers and business invitees shall have the nonexclusive right, in common with Landlord and all others to whom Landlord has or may hereafter grant rights, to use such common areas of the Center (including, but not limited to, the parking lot per Exhibit G, walkways, and sidewalks) as designated from time to time by Landlord, subject to such reasonable rules and regulations as Landlord may from time to time impose. Tenant agrees that it, its agents, employees, servants, contractors, subtenants and licensees shall abide by such rules and regulations. Landlord may, for a period not to exceed seven (7) days, close any common area to make repairs or changes, to prevent the acquisition of public rights in such areas, or to discourage non-customer parking. Landlord reserves the right to dedicate all or portions of such common areas and other portions of the Center for public utility purposes. Landlord shall maintain, or cause to be maintained, in good condition and repair the common areas and those utility lines serving the Leased Property and located in the common areas of the Center. Landlord may do such other acts in and to the common areas as in its judgment may be desirable. Tenant shall not at any time interfere with the rights of Landlord, other tenants, its and their agents, employees, servants, contractors, subtenants, licensees, customers and business invitees to use any part of the parking lot or other common areas. All parking areas and common areas which Tenant may be permitted to use are to be used under a revocable license, and if any such license is revoked, or if the amount of such area is diminished, Landlord shall not be subject to any liability, nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such revocation or diminution of such areas be deemed constructive or actual eviction.

##### **10.02.1 CENTER'S OPERATING COSTS:**

*Trop. Rev. 9/16*

9

Initials  
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Throughout the term hereof, Tenant will pay to Landlord monthly in advance in addition to the Base Rent specified in Section 3 hereof, as further additional rent, that portion of the Center's Operating Cost, as hereinafter defined, that the number of square feet of floor area of the Leased Property as described in Section 1 hereof and further shown in Exhibit A-1 and A-2 bears to the total number of square feet of all the floor area of the buildings in the Center, as determined by Landlord in accordance with BOMA standards.

**10.02.2** For the purpose of this Section 10, the term "Center's Operating Cost" is hereby defined to mean the total cost and expense incurred in advertising, operating, equipping, lighting, painting, roofing, paving, repairing and maintaining the Center. Such operating and maintenance costs shall include all costs and expenses of operating and maintaining such areas and facilities in such manner as Landlord may from time to time deem appropriate and for the best interests of the tenants of the Center, including, without limitation, all Impositions as that term is defined in Section 11.03 hereof, providing at Landlord's sole discretion private police protection, security patrol, or night watchmen, including, but not limited to uniforms, fire protection and security alarm systems and equipment, heating and air conditioning (to the extent, if any, Landlord incurs any expense therefor), labor compensation insurance, payroll taxes, materials, supplies, and all other costs whatsoever of operating and repairing, lighting, cleaning, sweeping, painting, striping, removing of rubbish or debris, traffic control, policing and inspecting, supervision, depreciation on or rentals of machinery and equipment, all utility expenses for utilities used in the common areas, costs and expenses for the rental of music program services and loudspeaker systems (if Landlord elects to provide the same), including, but not limited to, furnishing electricity therefor, Landlord's insurance including fire and extended coverage, liability, property damage, vandalism, malicious mischief, earthquake insurance, insurance against liability for defamation and claims of false arrest, and such other insurance in such amounts and covering line hazards deemed appropriate by Landlord, including fidelity bonds, and all costs and reserves for repair of paving (including periodic resurfacing), curbs, walkways, remarking, directional or other signs, landscaping, drainage, lighting facilities, repair and maintenance of the common areas and parking areas, roof repair and maintenance or replacement, costs and expenses of planting, replanting and replacing flowers, shrubbery and other landscaping, and the cost to Landlord of servicing and maintaining any sprinkler system. Without limiting the generality of the foregoing, Landlord shall procure and maintain in full force and effect fire and extended coverage insurance as set forth in Section 12.04 for full replacement value of the Center and all buildings and improvements thereon (other than tenant property which is required to be insured by tenants) and the cost thereof shall be included within "Center's Operating Cost". There shall also be included the cost of personnel to implement any services, as described above, a management fee and an administrative fee not to exceed ten percent (10%) of the total of Center's Gross Income, which fee shall be payable to Landlord or to any other entity which is managing or administering the Center.

**10.02.3** The additional rent provided to be paid in this Section 10 shall be estimated in advance by Landlord and such estimated amount shall be paid in advance by Tenant on the first day of each month without further demand or any deduction or offset whatsoever. The Center's Operating Costs as of the date of this Lease are estimated at **Twenty-Eight Cents (\$0.28)** per square foot per month, and such estimated costs are subject to increase based upon the actual operating costs of the Center. Such additional rent shall be held by Landlord for the payment of the Center's Operating Cost. Except

Trop. Rev. 9/16

10

Initials  
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for the first such period which may be of greater or lesser duration, Landlord shall ascertain the actual Center's Operating Cost for each period of twelve (12) consecutive calendar months ending on the last day of each year. Tenant shall pay to Landlord on demand the amount, if any, without any deduction or offset, by which Tenant's proportionate share of the actual Center's Operating Cost exceeded the Tenant's proportionate share of the estimated Center's Operation Cost for such twelve (12) month period. The balance, if any, of estimated Center's Operating Cost remaining after the payment of the actual Center's Operating Cost shall be held by Landlord and applied to the next monthly payment of additional rent provided to be paid under this Section 10, and if necessary, each monthly payment thereafter until fully exhausted. Tenant shall not be entitled to receive interest on any additional rent paid hereunder by Tenant.

Landlord shall provide to Tenant within one hundred twenty (120) days after the end of each calendar year an accountant's prepared statement of the Center's Operating Costs.

If any dispute arises as to the amount of any additional rent due hereunder, within sixty (60) days of receipt by the Tenant of such notice of the additional rent due, Tenant shall have the right after reasonable notice to Landlord and at reasonable times to inspect Landlord's accounting records at Landlord's accounting office or other location as may be deemed appropriate by the Landlord and, if after such inspection Tenant still disputes the amount of additional rent owed, a certification as to the proper amount shall be made by Landlord's certified public accountant, which certification shall be final and conclusive. Tenant agrees to pay the cost of such certification unless it is determined that Landlord's original statement overstated the Center's Operating Costs by more than five percent (5%). In the event that such costs were overstated, Landlord will credit Tenant any money that may be due Tenant, to Tenant's next regular monthly CAM payment.

**10.02.4** Landlord may, but shall have no obligation to, from time to time, employ one or more persons or entities to patrol or provide security for the Center. Tenant and its employees shall cooperate with Landlord's security personnel, if any, including those providing Common Area security. Notwithstanding any such activity, Tenant shall have the sole responsibility of providing security for the Leased Property, the persons therein and all vehicles of Tenant and Tenant's employees and customers. Under no circumstances shall Landlord be liable to Tenant or to any other person by reason of any theft, burglary, robbery, assault, trespass, unauthorized entry, vandalism, or any other act of any third person occurring in or about the Center or in the Leased Property. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all losses, liabilities, judgments, costs and expenses (including but not limited to reasonable attorney's fees and any other costs of investigation or defense) which Landlord may suffer by reason of any claim asserted by any person arising out of, or related to, any of the foregoing. To the extent that Landlord elects to provide any patrol or security services, the cost thereof shall be included as part of the Center's Operating Cost.

## **SECTION 11. TAXES**

**11.01** Tenant shall be liable for and shall pay before delinquency (and, upon demand by Landlord, Tenant shall furnish Landlord with satisfactory evidence of the payment thereof) all taxes, fees, and assessments of whatsoever kind of nature, and penalties and interest thereon, if any, levied against the Tenant's property or any other personal property of whatsoever kind and to whomsoever belonging situated or installed in or

*Trop. Rev. 9/16*

11

Initials  
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upon the Leased Property whether or not affixed to the realty. If at any time during the term of this Lease any such taxes are assessed as part of the tax on the land of which the Leased Property is a part, then in such event Tenant shall pay to Landlord the amount of such additional taxes as may be levied against the land by reason thereof.

**11.02** Throughout the term hereof, Tenant will pay to Landlord monthly in advance in addition to all other rental specified herein, as part of Centers Operating Costs per Section 10 thereof, that portion of Impositions, as hereinafter defined, that the number of square feet of floor area in the Leased Property bears to the total number of square feet of all floor area of the buildings including all common area in the Center.

**11.03** For the purposes of this Lease "Impositions" means:

- (a) Any real estate taxes, fees, assessments or other charges assessed against the Center and improvements thereon.
- (b) All personal property taxes on personal property used in connection with the Center and related structures other than taxes payable by Tenant under Section 11 hereof and taxes of the same kind as those described in said Section 11 payable by other tenants in the Center pursuant to corresponding provisions of their leases.
- (c) Any and all taxes, assessments, license fees, and public charges levied, assessed, or imposed and which become payable during the term hereof upon all leasehold improvements, over and above the building shell, whether installed by Landlord or Tenant.
- (d) Any and all environmental levies or charges now in force affecting the Center or any portion thereof, or which may hereafter become effective, including, but not limited to, parking taxes, levies, or charges, employer parking regulations and any other parking or vehicular regulations, levies, or charges imposed by any municipal state or federal agency or authority.
- (e) Any other taxes levied or assessed in addition to or in lieu of such real or personal property taxes.

**11.04** If at any time during the term of this Lease, under the laws of the United States, Nevada or any political subdivision thereof, a tax or excise on rents or other tax (except income tax), however described, is levied or assessed by the United States, Nevada or said political subdivision against Landlord on account of any rent reserved under this Lease, all such tax or excise on rents or other taxes shall be paid by Tenant. Whenever Landlord shall receive any statement or bill for any such tax or shall otherwise be required to make any payment on account thereof, Tenant shall pay the amount due hereunder within ten (10) days after demand therefore accompanied by delivery to Tenant of a copy of such tax statement, if any.

## **SECTION 12. INSURANCE.**

**12.01** Tenant shall, at all times during the term hereof, at its sole cost and expense, procure and maintain in full force and effect a policy or policies of comprehensive public liability insurance issued by an insurance carrier approved by Landlord assuring against loss, damage or liability for injury or death to persons and loss or damage to property occurring from any cause whatsoever in connection with the Leased Property or Tenant's use thereof. Such liability insurance shall be in amounts of not less than One Million Dollars (\$1,000,000.00) for bodily injuries to or death of any one person whomsoever,

*Trop. Rev. 9/16*

12

Initials  
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Two Million Dollars (\$2,000,000.00) for damages to property, including property of Tenant. Tenant and Landlord shall be named as additional insured (and at Landlord's option, any other persons, firms or corporations designated by Landlord shall be additionally named insured) under each such policy of insurance.

**12.02** Tenant shall, at all times during the term hereof, at Tenant's sole cost and expense, procure and maintain in full force and effect special form policy insurance or an all risk policy of property insurance covering and protecting Landlord's and Tenant's personal property, protecting against all risks of physical loss or damage to said property, in, on and servicing the Leased Property, including without limitation, all improvements, Tenant's merchandise, stock in trade, fixtures, equipment, betterments, plumbing, air conditioning and heating units, and all other facilities and equipment, and the personal property of others in Tenant's possession, in, upon, and servicing the Leased Property, and further including such other risks as may from time to time be required to be insured by Landlord. Such insurance shall be in an amount equal to the current replacement value of the aforesaid property required to be insured. Tenant and Landlord, as their interests may appear, shall be the named insured (and at Landlord's option, any other persons, firms or corporations designated by Landlord shall be additionally named insured) under each policy of insurance.

**12.03 CERTIFICATES OF INSURANCE REQUIRED.**

A certificate issued by the Tenants insurance carrier naming the Landlord as a named or additional insured including Landlord's lender, if requested by Landlord, for each policy of insurance required to be maintained by Tenant on or before the commencement date hereof and thereafter, as to policy renewals, within thirty (30) days prior to the expiration of the terms of each such policy. Each of said certificates of insurance and each such policy of insurance required to be maintained by Tenant hereunder shall be from an insurer and in form and substance satisfactory to Landlord and shall expressly evidence insurance coverage as required by this Lease and shall contain an endorsement or provision requiring not less than thirty (30) days written notice to Landlord and all other named insured's prior to the cancellation, diminution in the perils insured against, or reduction of the amount of coverage of the particular policy in question.

**12.04** Landlord shall obtain and carry insurance for fire, extended coverage, vandalism, malicious mischief and other endorsements deemed advisable by Landlord from time to time, insuring all improvements in the "Center", including the Leased Property and all leasehold improvements thereon, therein, and all appurtenances thereto, for the full insurable value thereof, with such deductibles as Landlord deems advisable. Tenant shall pay to Landlord that proportion of the total cost of such insurance as may be procured by Landlord, in accordance with the terms and provisions of Section 10 hereof.

**12.05** Tenant shall not use or occupy, or permit the Leased Property to be used or occupied, in a manner which will increase the rates of fire or any other insurance for the Leased Property or the Center. Tenant shall also not use or occupy, or permit the Leased Property to be used or occupied, in a manner which will make void or voidable any insurance then in force with respect thereto or the Center. If by reason of the failure of Tenant to comply with the provisions of this Section, the fire or any other insurance rates for the Leased Property or the Center be higher than they otherwise would be, Tenant

*Trop. Rev. 9/16*

13

Initials  
Landlord \_\_\_\_\_  
Tenant \_\_\_\_\_

TROP 354

shall reimburse Landlord, as additional rent, on the first day of the calendar month succeeding notice by Landlord to Tenant of said increase, for that part of all insurance premiums thereafter paid by Landlord which shall have been charged because of such failure of Tenant.

**12.06** Tenant hereby waives any and all rights of recovery from Landlord, its officers, agents and employees for any loss or damage, including consequential loss or damage, caused by any period or perils (including negligent acts) enumerated in each form of insurance policy required to be maintained by Tenant hereunder.

**12.07** Each policy of insurance provided for in this Section 12 shall contain an express waiver of any and all rights of subrogation thereunder whatsoever against Landlord, its officers, agent and employees. All such policies shall be written as primary policies and not contributing with or in excess of the coverage, if any, which Landlord may carry. Any other provision contained in this Section 12 or elsewhere in this Lease notwithstanding, the amounts of all insurance required hereunder to be paid by Tenant shall be not less than an amount sufficient to prevent Landlord from becoming a co-insurer.

#### **SECTION 13. UTILITIES.**

**13.01** Tenant shall pay all charges for water, gas, heat, electricity, power, garbage service, air conditioning, telephone service, sewer service charges and sewer rentals charged or attributable to the Leased Property, and all other services or utilities used in, upon or about the Leased Property by Tenant or any of its subtenants, licensees or concessionaires during the term hereof. Landlord shall estimate in advance and Tenant shall pay such actual amounts as additional rent. Tenant shall further be liable for and shall pay to Landlord upon demand any fees, charges, surcharges, taxes or assessments of any kind or nature levied or imposed by any governmental or quasi-governmental body or any public utility which are based upon or imposed as the result of the improvements in the Leased Property. However, such fee, charge, tax or assessment may be denominated (including without limitation any water or sewer connection fee) and whether such fee is imposed on Landlord or Tenant.

**13.02** INTENTIONALLY OMITTED.

#### **SECTION 14. LIENS.**

**14.01** Tenant shall at all times indemnify, save and hold Landlord, the Leased Property and the leasehold created by this Lease free, clear and harmless from any claims, liens, demands, charges, encumbrances, litigation and judgments arising directly or indirectly out of any use, occupancy or activity of Tenant, or out of any work performed, material furnished, or obligations incurred by Tenant in, upon or otherwise in connection with the Leased Property. Tenant shall give Landlord written notice at least ten (10) business days prior to the commencement of any such work on the Leased Property to afford Landlord the opportunity of filing appropriate notices of nonresponsibility. Tenant shall, at its sole cost and expense, within thirty (30) days after filing of any lien of record, obtain the discharge and release thereof. Nothing contained herein shall prevent Landlord, at the cost and for the account of Tenant, from obtaining said discharge and release in the event Tenant fails or refuses to do the same within said thirty (30) day period.

*Trop. Rev. 9/16*

14

Initials  
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**14.02** Tenant hereby grants to Landlord a lien and security interest on all property of Tenants now or hereafter placed in or upon the Leased Premises, and such property shall be and remain subject to such lien and security interest of Landlord for payment of all rent and other sums agreed to be paid by Tenants herein. The provisions of this paragraph relating to such lien and security interest shall constitute a security agreement under and subject to the Nevada Uniform Commercial Code so that Landlord shall have and may enforce a security interest on all property of Tenants now or hereafter placed in or on the Premises, in addition to and cumulative of the Landlord's liens and rights provided by law or by the other terms and provisions of this Lease. Tenants agree to execute as debtor such financing statement or statements as Landlord now or hereafter may request. Landlord may at its election at any time file a copy of this Lease as a financing statement. Notwithstanding the above, Landlord shall neither sell nor withhold from Tenant, Tenant's business records.

#### **SECTION 15. INDEMNIFICATION.**

**15.01** Tenant hereby covenants and agrees to indemnify, save and hold Landlord, the Leased Property and the leasehold estate created by this Lease free, clear and harmless from any and all liability, loss, costs, expenses, including attorneys' fees, judgments, claims, liens and demands of any kind whatsoever in connection with, arising out of, or by reason of any act, omission or negligence of Tenant, its agents, employees, servants, contractors, subtenants, licensees, customers or business invitees while in, upon, or in any way connected with the Leased Property or the Center or arising from any accident, injury or damage, howsoever and by whomsoever caused, to any person or property whatsoever, occurring in, upon, about or in any way connected with the Leased Property.

**15.02** Landlord shall not be liable to Tenant or to any other person whatsoever for any damage occasioned by falling plaster, electricity, plumbing, gas, water, steam, sprinkler or other pipe and sewage system or by the bursting, running or leaking of any tank, washstand, closet or waste of other pipes, nor for any damages occasioned by water being upon or coming through the roof, skylight, vent, trapdoor or otherwise or for any damage arising from any acts or neglect of co-tenants or other occupants of the Center or of adjacent property or of the public, nor shall Landlord be liable in damages or otherwise for any failure to furnish, or interruption of, service of any utility. Tenant acknowledges that the Center and the Leased Premises are designed with heating, ventilation and air conditioning equipment sufficient to heat or cool the Leased Premises for normal retail use, and that such equipment is not intended for heating or cooling premises in which heat generating machinery (including without limitation computers, freezers, refrigeration units, printing presses, ovens, stoves, excessive lighting) is used by Tenant. Landlord shall not be liable to service any needs of Tenant for such excess HVAC capacity or for any damage to any of Tenant's equipment occasioned thereby.

#### **SECTION 16. SUBORDINATION.**

**16.01** Tenant agrees upon request of Landlord to subordinate this Lease and its rights hereunder to the lien of any mortgage, deed of trust or other encumbrance, together with any renewals, extensions or replacements thereof now or hereafter placed, charged or enforced against the Leased Property, or any portion thereof, or any property of which the

*Trop. Rev. 9/16*

15

Initials  
Landlord \_\_\_\_\_  
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Leased Property is a part, and to execute and deliver at any time, and from time to time, upon demand by Landlord, such documents as may be required to effectuate such subordination, and in the event that Tenant shall fail, neglect or refuse to execute and deliver any such documents to be executed by it, Tenant hereby appoints Landlord, its successors and assigns, the attorney-in-fact of Tenant irrevocably to execute and deliver any and all such documents for and on behalf of Tenant; provided, however, the Tenant shall not be required to effectuate such subordination, nor shall Landlord be authorized to effectuate such subordination on behalf of Tenant, unless the mortgagee or beneficiary named in such mortgage, deed of trust, or other encumbrance shall first agree in writing, for the benefit of Tenant, that so long as Tenant is not in default under any of the provisions, covenants or conditions of this Lease on the part of Tenant to be kept and performed, that neither this Lease nor any of the rights to Tenant hereunder shall be terminated or modified or be subject to termination or modification.

**16.02** In the event that the mortgagee or beneficiary of any such mortgage or deed of trust elects to have this Lease a prior lien to its mortgage or deed of trust, then and in such event, upon such mortgagee's or beneficiary's giving written notice to Tenant to that effect, this Lease shall be deemed prior in lien to such mortgage or deed of trust, whether this Lease is dated prior to or subsequent to the date of recordation of such mortgage or deed of trust.

**16.03** Tenant shall, in the event any proceedings are brought for the foreclosure of the Leased Property, or in the event of exercise of the power of sale under any deed of trust made by Landlord covering the Leased Property, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.

#### **SECTION 17. ASSIGNMENT AND SUBLETTING.**

**17.01** Tenant shall not transfer, assign, mortgage, pledge, hypothecate or encumber this Lease nor the leasehold estate hereby created or any interest herein or sublet the Leased Property or any portion thereof, or license the use of all or any portion of the Leased Property without prior written consent of the Landlord, which consent shall not be unreasonably withheld; provided, however, that Landlord has previously granted Tenant consent to sublet the kitchen area of the Leased Property and Landlord hereby expressly acknowledges and agrees that Tenant shall have the right to sublet such kitchen area as long as kitchen is in compliance with all local government ordinances including the grease trap. Without limiting Landlord's right to withhold consent on any reasonable grounds, Landlord's refusal to consent to any such use shall be deemed to have been reasonably withheld if such proposed use (i) would conflict or compete with any existing use of any portion of the Center or any use proposed to be made of any portion of the Center by a prospective tenant with whom Landlord is negotiating, (ii) would involve any sexually oriented or morally offensive use or business, (iii) would involve emission or creation of any noxious odors, fumes, or substances, (iv) would involve unreasonable noise or public disturbance, either by such proposed assignee or subtenant or its customers, (v) would involve the division of the Leased Property into more than one business, (vi) would be prohibited by, or cause Landlord to be in default (whether immediately or by the giving of notice or the passage of time or both) of any other lease, contract or agreement, (vii) would in Landlord's judgment, materially increase or alter the demand for parking within the Center, (viii) would be made by a person or entity

*Trap. Rev. 9/16*

16

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whose financial strength is not acceptable to Landlord, or (ix) would be made by a person or entity which, in Landlord's reasonable judgment, lacks sufficient experience or expertise to successfully, properly, and continuously conduct such proposed use or activity. The consent by Landlord to any matter or event requiring Landlord's consent shall not constitute a waiver of the necessity for such consent to any subsequent matter or event. Tenant shall pay in advance and upon request by Landlord all costs, expenses and reasonable attorney's fees that may be incurred or paid by Landlord in processing, documenting or administering any request of Tenant for Landlord's consent required or sought pursuant to this Section. If this Lease be assigned, or if the Leased Property or any part thereof be sublet or occupied by anybody other than Tenant, Landlord may collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this Section, or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. If Tenant is a corporation, limited liability company, or a partnership, the issuance of any additional stock and/or the transfer, assignment of hypothecation of any stock or interest in such corporation, limited liability company, or partnership in the aggregate in excess of twenty five percent (25%) of such interests, as the same may be constituted as of the date of this Lease, shall be deemed an assignment within the meaning of this Section 17.

**17.02** In the absence of an express agreement in writing to the contrary, executed by Landlord, no assignment, mortgage, pledge, hypothecation, encumbrance, subletting or license hereof or hereunder shall act as a release of Tenant from any of the terms, covenants and conditions of this Lease on the part of Tenant to be kept and performed.

**17.03** The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation hereof, or the termination of this Lease by Landlord pursuant to any provision contained herein, shall not work as a merger, but at the option of Landlord, shall either terminate any or all existing subleases or subtenancies, or operate as an assignment to the Landlord of any and all such subleases or subtenancies.

#### **SECTION 18. INSOLVENCY AND DEATH.**

It is understood and agreed that neither this Lease nor any interest herein or hereunder, nor any estate hereby created in favor of Tenant, shall pass by operation of law under any state or federal insolvency, bankruptcy or inheritance act, or any similar law now or hereafter in effect, to any trustee, receiver, assignee for the benefit of creditors, heir, legatee, devisee, or any other person whomsoever without the express written consent of Landlord first had and obtained therefor.

#### **SECTION 19. CONDEMNATION.**

**19.01** Should the whole or any part of the Leased Property be condemned or taken by a competent authority for any public or quasi-public purpose, all awards payable on account of such condemnation and taking shall be payable to Landlord, and Tenant hereby waives any and all interest therein.

*Trop. Rev. 9/16*

17

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**19.02** If the whole of the Leased Property shall be so condemned and taken, then this Lease shall terminate upon such taking. If greater than one-third (1/3) of the floor space of the Leased Property is condemned or taken or if by reason for any condemnation or taking the remainder of the Leased Property is not one undivided parcel, and if the remaining portion thereof will not be reasonably adequate for the operation of Tenant's business after Landlord completes such repairs or alterations as Landlord elects to make, either Landlord or Tenant shall have the option to terminate this Lease by notifying the other party hereto of such election in writing within twenty (20) days after such taking. If by such condemnation and taking one-third (1/3) or less of the Leased Property is taken and the remaining part hereof is suitable for the purposes for which Tenant has leased said premises, this Lease shall continue in full force and effect, but the minimum rent shall be reduced in an amount equal to that proportion of the minimum rent which the floor space of the portion taken bears to the total floor space of the Leased Property. In the event a partial taking does not terminate this Lease, Tenant, at Tenant's expense, shall make repairs and restorations to the remaining premises of the nature of Tenant's Work required by Exhibit C and shall also repair or replace its stock in trade, fixtures, furniture, furnishings, floor coverings and equipment and if Tenant has closed shall promptly reopen for business. If any part of the Center other than the Leased Property shall be so taken or appropriated, Landlord shall have the right, at its option, to terminate this Lease by notifying Tenant within six (6) months of such taking.

**19.03** For the purposes hereof, a deed in lieu of condemnation shall be deemed a taking.

#### **SECTION 20. DESTRUCTION OF PREMISES.**

**20.01** In the case of the total destruction of the Leased Property, or any portion thereof substantially interfering with Tenant's use of the Leased Property, whether by fire or other casualty, not caused by the fault or negligence of Tenant, its agents, employees, servants, contractors, subtenants, licensees, customers or business invitees, this Lease shall terminate except as herein provided. If Landlord notifies Tenant in writing within forty-five (45) days of such destruction of Landlord's election to repair said damage, and if Landlord proceeds to and does repair such damage with reasonable dispatch, this Lease shall not terminate, but shall continue in full force and effect, except that Tenant shall be entitled to a reduction in the minimum rent in an amount equal to that proportion of the minimum rent which the number of square feet of floor space in the unusable portion bears to the total number of square feet of floor space in the Leased Property. Said reduction shall be prorated so that the minimum rent shall only be reduced for those days any given area is actually unusable. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by labor disputes, civil commotion, war, warlike operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental, regulations or control, fire or other casualty, inability to obtain any materials or services, acts of God and other causes beyond Landlord's control. If this Lease is terminated pursuant to this Section 20 and if Tenant is not in default hereunder, Base Rent shall be prorated as of the date of termination, any security deposited with Landlord shall be returned to Tenant, and all rights and obligations hereunder shall cease and terminate.

**20.02** Notwithstanding the foregoing provisions, in the event the Leased Property, or any portion thereof, shall be damaged by fire or other casualty due to the fault or negligence

*Trap. Rev. 9/16*

18

Initials  
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of Tenant, its agents, employees, servants, contractors, subtenants, licensees, customers or business invitees, then, without prejudice to any other rights and remedies of Landlord, this Lease shall not terminate, the damage shall be repaired by Tenant, and there shall be no apportionment or abatement of any rent.

**20.03** In the event of any damage not limited to, or not including, the Leased Property, such that the building of which the Leased Property is a part is damaged to the extent of twenty-five percent (25 %) or more of the cost of replacement, or the buildings (taken in the aggregate) of the Center owned by Landlord shall be damaged to the extent of more than twenty-five percent (25 %) of the aggregate cost of replacement, Landlord may elect to terminate this Lease upon giving notice of such election in writing to Tenant within ninety (90) days after the occurrence of the event causing the damage.

**20.04** The provisions of this Section 20 with respect to repair by Landlord shall be limited to such repair as is necessary to place the Leased Property in the condition specified for the Landlord Improvement Work by Exhibit C and when placed in such condition the Leased Property shall be deemed restored and rendered tenantable, promptly following which time Tenant, at Tenant's expense, shall perform Tenant's Work required by Exhibit C and Tenant shall also repair or replace its stock in trade, fixtures, furniture, furnishings, floor coverings and equipment, and if Tenant has closed, Tenant shall promptly reopen for business.

**20.05** All Insurance proceeds payable under any fire and extended coverage risk insurance shall be payable solely to Landlord and Tenant shall have no interest therein. Tenant shall in no case be entitled to compensation for damages on account of any annoyance or inconvenience in making repairs under any provisions of this Lease. Except to the extent provided for in this Section 20, neither the rent payable by Tenant nor any of Tenant's other obligations under any provision of this Lease shall be affected by any damage to or destruction of the Leased Property or any portion thereof by any cause whatsoever.

## **SECTION 21. RIGHT OF ACCESS.**

**21.01** Landlord and its authorized agents and representatives shall be entitled to enter the Leased Property at any reasonable time for the purpose of observing, posting or keeping posted thereon notices provided for hereunder, and such other notices as Landlord may deem necessary or appropriate for protection of Landlord, its interest or the Leased Property; for the purpose of inspecting the Leased Property or any portion thereof; and for the purpose of making repairs to the Leased Property or any other portion of the Center and performing any work therein or thereon which Landlord may elect or be required to make hereunder, or which may be necessary to comply with any laws, ordinances, rules, regulations or requirements of any public authority or any applicable standards that may, from time to time, be established by the National Board of Fire Underwriters or any similar body, or which Landlord may deem necessary or appropriate to prevent waste, loss, damage or deterioration to or in connection with the Leased Property or any other portion of the Center or for any other lawful purpose. Landlord shall have the right to use any means which Landlord may deem proper to open all doors in the Leased Property in an emergency. Entry into the Leased Property obtained by Landlord by any such means shall not be deemed to be forcible or unlawful entry into, or

*Trop. Rev. 9/16*

19

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a detainer of the Leased Property, or an eviction of Tenant from the Leased Property or any portion thereof. Nothing contained herein shall impose or be deemed to impose any duty on the part of Landlord to do any work or repair, maintenance, reconstruction or restoration, which under any provision of this Lease is required to be done by Tenant; and the performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to do the same.

**21.02** Landlord may, during the progress of any work on the Leased Property, keep and store upon the Leased Property all necessary materials, tools and equipment. Landlord shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business or quiet enjoyment, or other damage or loss to Tenant by reason of making any such repairs or performing any such work upon the Leased Property, or on account of bringing materials, supplies and equipment into, upon or through the Leased Property during the course thereof, and the obligations of Tenant under this Lease shall not thereby be affected in any manner whatsoever. Landlord shall, however, in connection with the performance of such work, cause as little inconvenience, disturbance or other damage or loss to Tenant as may be reasonably possible under the circumstances.

**21.03** Landlord, and/or its authorized agents and representatives, shall be entitled to enter the Leased Property at all reasonable times for the purpose of exhibiting the same to prospective purchasers and, during the final year of the term of this Lease, Landlord shall be entitled to exhibit the Leased Property for lease and post signs therein announcing the same.

#### **SECTION 22. EXPENDITURES BY LANDLORD.**

Whenever under any provision of this Lease, Tenant shall be obligated to make any payment or expenditure, or to do any act or thing, or to incur any liability whatsoever, and Tenant fails, refuses or neglects to perform as herein required, Landlord shall be entitled, but shall not be obligated, to make any such payment or to do any such act or thing, or to incur any such liability, all on behalf of and at the cost and the account of Tenant. In such event, the amount thereof with interest thereon at which of (i) eighteen percent (18 %) per annum or (ii) the maximum rate permitted by law shall constitute and be collectable as additional rent on demand.

#### **SECTION 23. OFFSET STATEMENT.**

Tenant agrees that within fifteen (15) days of any demand therefor by Landlord, Tenant will execute and deliver to Landlord a recordable certificate stating that this Lease is in full force and effect, such defenses or offsets as are claimed by Tenant, if any, the date to which all rentals have been paid, and such other information concerning the Lease, the Leased Property and Tenant as Landlord or said designee may reasonably require.

#### **SECTION 24. DEFAULT.**

**24.01** Tenant's compliance with each and every covenant and obligation hereof on its part to be performed hereunder is a condition precedent to each and every covenant and obligation of Landlord hereunder. Landlord shall have all the rights and remedies provided in this Section or elsewhere herein, in the event that:

*Trop. Rev. 9/16*

20

Initials  
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- (a) Tenant shall default in the payment of any sum of money required to be paid hereunder and such default continues for five (5) days after the due date therefor; or
- (b) Tenant shall default in the performance of any other term, covenant or condition of this Lease on the part of Tenant to be kept and performed and such default continues for ten (10) days after written notice thereof from Landlord to Tenant; provided, however, that if the default complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said ten (10) day period, then such default shall be deemed to be rectified or cured if Tenant shall, within said ten (10) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence, and in any event, within forty (40) days from the date of giving of such notice; or
- (c) Tenant should vacate or abandon the Leased Property during the term of this Lease; or
- (d) There is filed any petition in bankruptcy or Tenant is adjudicated as a bankrupt or insolvent, or there is appointed a receiver or trustee to take possession of Tenant or of all or substantially all of the assets of Tenant, or there is a general assignment by Tenant for the benefit of creditors, or any action is taken by or against Tenant under any state or federal insolvency or bankruptcy act, or any similar law now or hereafter in effect, including, without limitation, the filing of execution or attachment against Tenant, and such levy continues in effect for a period of twenty (20) days. The provisions of this subsection (d) shall also apply to any guarantor of this Lease or occupant of the Leased Property.

**24.02** In the event of a default as designated in this Section or elsewhere herein, in addition to any other rights or remedies provided for herein or at law or in equity, Landlord, at its sole option, shall have the following rights:

- (a) The right to declare the term of this Lease ended, to re-enter the Leased Property and take possession thereof, and to terminate all of the rights of Tenant in and to the Leased Property; or
- (b) The right without declaring the term of this Lease ended, to re-enter the Leased Property and to occupy the same, or any portion thereof, for and on account of Tenant as hereinafter provided, applying any moneys received first to the payment of such expenses as Landlord may have paid, assumed or incurred in recovering possession of the Leased Property, including costs, expenses, attorneys' fees, and expenditures placing the same in good order and condition, or preparing or altering the same for re-letting, and all other expenses, commissions and charges paid, assumed or incurred by Landlord in or in connection with re-letting the Leased Property and then to the fulfillment of the covenants of Tenant. Any such re-letting as provided for herein may be for the remainder of the term of this Lease or for a longer or shorter period. Such re-letting shall be for such rent and on such other terms and conditions as Landlord, in its sole discretion, deems appropriate. Landlord may execute any lease made pursuant to the terms hereof either in Landlord's own name or in the name of Tenant, or assume Tenant's interest in and to any existing subleases to any tenant of the Leased Property, as Landlord may see fit, and Tenant shall have no right or authority whatsoever to collect any rent from such tenants, subtenants, licensees or concessionaires on the Leased Property. In any case, and whether or not the Leased Property or any part thereof be re-let, Tenant, until the end of what would have been the term of this Lease in the absence of such default and whether or not the Leased Property or any part thereof shall have been re-let, shall be liable to Landlord and shall pay to Landlord

Trop. Rev. 9/16

21

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monthly an amount equal to the amount due as rent hereunder, less the net proceeds for said month, if any, of any re-letting effected for the account of Tenant pursuant to the provisions of this paragraph, after deduction all of Landlord's expenses in connection with such re-letting, including, without limitation, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, expenses of employees, alteration costs, and expenses of preparation for such re-letting (all said costs are cumulative and shall be applied against proceeds of re-letting until paid in full). Landlord reserves the right to bring such actions for the recovery of any deficits remaining unpaid by Tenant to Landlord hereunder as Landlord may deem advisable from time to time without being obligated to await the end of the term hereof for a final determination of Tenant's account and the commencement or maintenance of one or more actions by Landlord in this connection shall not bar Landlord from bringing any subsequent actions for further accruals pursuant to the provisions of this Section 25; or

(c) The right, even though it may have re-let all or any portion of the Leased Property in accordance with the provisions of subparagraph (b) of this Section, to thereafter at any time elect to terminate this Lease for such previous default on the part of Tenant, and to terminate all of the rights of Tenant in and to the Leased Property.

**24.03** For the purposes of determining the percentage rental which would be payable to Landlord by Tenant hereunder subsequent to Tenant's default, the percentage rental for each month of the unexpired term hereof shall be deemed to be an amount equal to the average, computed on and adjusted to a monthly basis, of the percentage rental paid or payable by Tenant to Landlord hereunder annually during the three (3) years immediately preceding the date of default.

**24.04** If there shall not have been three (3) years immediately preceding the date of default, the amount of percentage rental which would have been paid or payable to Landlord each month throughout the term of this Lease if Tenant had not defaulted shall be whichever of the following sums is the greater:

(a) A sum equal to twenty percent (20%) of the minimum monthly rental; or

(b) Amount equal to the average, computed on and adjusted to a monthly basis, of the total percentage rental paid by Tenant for the period from the commencement date to the time of default.

**24.05** In any action brought by Landlord to enforce any of its rights under or arising from this Lease, the prevailing party shall be entitled to receive its costs and legal expenses, including reasonable attorneys' fees, whether such action is prosecuted to judgment or not. The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use of occupancy of the Leased Property, and/or any claim of injury or damage. In the event Landlord commences any proceedings for non-payment of any rent, Tenant will not interpose any counterclaim of whatever nature or description in any such proceedings. This shall not, however, be construed as a waiver of the Tenant's right to assert such claims in any separate action or actions brought by Tenant.

**24.06** The waiver by Landlord of any default or breach of any of the terms, covenants or conditions hereof on the part of Tenant to be kept and performed shall not be a waiver of

Trop. Rev. 9/16

22

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any preceding or subsequent breach of the same or any other term, covenant or condition contained herein. The subsequent acceptance of rent or any other payment hereunder by Tenant to Landlord shall not be construed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease other than the failure of Tenant to pay the particular rental or other payment or portion thereof so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rental or other payment. No payment by Tenant or receipt by Landlord of a lesser amount than the rent herein provided shall be deemed to be other than on account of the earliest rent due and payable hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept any such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease. This Section 24.06 may not be waived.

#### **SECTION 25. QUIET POSSESSION.**

Tenant, upon paying the rentals and other payments herein required from Tenant, and upon Tenant's performance of all of the terms, covenants and conditions of this Lease on its part to be kept and performed, may quietly have, hold and enjoy the Leased Property during the term of this Lease without any disturbance from Landlord or from any other person claiming through Landlord. Landlord may not take any actions or omissions that would discriminate or harass the tenant.

#### **SECTION 26. SALE BY LANDLORD.**

In the event of any sale or exchange of the Leased Property by Landlord, Landlord shall be and is hereby relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease, arising out of any act, occurrence or omission relating to the Leased Property occurring after the consummation of such sale or exchange. Tenant agrees to attorn to such purchaser or grantee. Landlord must provide written notice thirty (30) days before closing date.

#### **SECTION 27. DEFAULT BY LANDLORD.**

It is agreed that in the event Landlord fails or refuses to perform any of the provisions, covenants or conditions of this Lease on Landlord's part to be kept or performed, that Tenant, prior to exercising any right or remedy Tenant may have against Landlord on account of such default, shall give written notice to Landlord of such default, specifying in said notice the default with which Landlord is charged and Landlord shall not be deemed in default if the same is cured within thirty (30) days of receipt of said notice. Notwithstanding any other provision hereof, Tenant agrees that if the default complained of in the notice provided for by this Section 28 is of such a nature that the same can be rectified or cured by Landlord, but cannot with reasonable diligence be rectified or cured within said thirty (30) day period, then such default shall be deemed to be rectified or cured if Landlord within said thirty (30) day period shall commence the rectification and curing thereof and shall continue thereafter with all due diligence to cause such rectification and curing to proceed.



## SECTION 28. SERVICE OF NOTICES.

**28.01** Any and all notices and demands by or from Landlord to Tenant, or by or from Tenant to Landlord, required or desired to be given hereunder shall be in writing and shall be validly given or made if served either (1) in any manner provided for service as allowed by Nevada law; (2) personally, which shall include service or delivery by commercial courier; (3) if deposited in the United States mail, certified or registered, postage pre-paid, return receipt requested; or (4) via facsimile or email transmission. If such notice or demand be served by registered or certified mail in the manner provided, service shall be conclusively deemed given five (5) days after mailing or upon receipt, whichever is sooner. If such notice or demand be served via facsimile or email transmission in the manner provided, service shall be conclusively deemed given on the date of the facsimile or email transmission.

**28.02** Any notice or demand to Landlord shall be addressed to Landlord at: Tropicana Investments, LLC, P.O. Box 50170, Lighthouse Point, FL 33074, Attn: Jeff Chauncey. Mgr: facsimile: 866-608-4308; email: JBCHAUNCEY@BELLSOUTH.NET.

**28.03** Any notice or demand to Tenant shall be addressed to Tenant at: 3430 E. Tropicana Avenue, Suite(s) 27-29, Las Vegas, NV 89121, Attn: Jeffrey Vincent; facsimile: ; email: .

**28.04** Any party hereto may change its address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the other party hereto, which notice of change of address shall not become effective, however, until the actual receipt thereof by the other party.

## SECTION 29. FORCE MAJEURE.

Whenever a day is appointed herein on which, or a period of time is appointed in which, either party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from, or is unreasonably interfered with, the doing or completion of such act, matter or thing because of labor disputes, civil commotion, war, warlike operation, sabotage, governmental regulations or control, fire or other casualty, inability to obtain any materials, or to obtain fuel or energy, weather or other acts of God, or other causes beyond such party's reasonable control (financial inability excepted); provided, however, that nothing contained herein shall excuse Tenant from the prompt payment of any rent or charge required of Tenant hereunder.

## SECTION 30. REMEDIES CUMULATIVE.

The various rights, options, elections and remedies of Landlord contained in this Lease shall be cumulative and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law and not expressly waived in this Lease.

#### SECTION 31. SUCCESSORS AND ASSIGNS.

The terms, provisions, covenants and conditions contained in this Lease shall apply to, bind and inure to the benefit of the heirs, executors, administrators, legal administrators, legal representatives, successors and assigns (where assignment is permitted) of Landlord and Tenant, respectively, administrators, legal representatives, successors and assigns (where assignment is permitted) of Landlord and Tenant, respectively.

#### SECTION 32. PARTIAL INVALIDITY.

If any term, covenant or condition of this Lease, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, covenants and conditions of this Lease, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

#### SECTION 33. TIME OF THE ESSENCE.

Time is of the essence of this Lease and all of the terms, covenants and conditions hereof.

#### SECTION 34. ENTIRE AGREEMENT.

This Lease contains the entire agreement between the parties and cannot be changed or terminated orally.

#### SECTION 35. NO PARTNERSHIP.

Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant. Neither the method of computation of rent nor any other provisions contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of Landlord and Tenant.

#### SECTION 36. BROKERS.

Tenant warrants that it has had no dealings with any broker or agent in connection with this Lease, except **Commercial Investment Real Estate Services** (Landlord Agent) and covenants to pay, hold harmless and indemnify Landlord from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Lease or the negotiation thereof.

#### SECTION 37. MISCELLANEOUS.

**37.01** The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference to this Lease and in no way whatsoever define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

Trop. Rev. 9/16

25

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**37.02** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution or substitutions.

**37.03** The laws of the state in which the Center is located shall govern the validity, construction, performance and effect of this Lease.

**37.04** Whenever in this Lease any words of obligation or duty are used in connection with either party, such words shall have the same force and effect as though framed in the form of express covenants on the part of the party obligated.

**37.05** In the event Tenant now or hereafter shall consist of more than one person, firm or corporation, then and in such event, all such persons, firms or corporations shall be jointly and severally liable as Tenant hereunder.

**37.06** The submission of this Lease for examination does not constitute a reservation of or option for the Leased Property and this Lease becomes effective as a Lease only upon execution and delivery thereof (including execution, initialing and attaching all exhibits) by Landlord and Tenant.

**37.07** Should any claim or lien be filed against the Leased Property, or any action or proceeding be instituted affecting the title to the Leased Property, Tenant shall give Landlord written notice thereof as soon as Tenant obtains actual or constructive knowledge thereof.

**37.08** This Lease shall not be construed either for or against Landlord or Tenant, but this Lease shall be interpreted fairly and in accordance with the general tenor of its language.

**37.09** If Tenant is other than one or more natural persons, then each natural person purporting to execute this Lease on behalf of Tenant represents and warrants to Landlord that he has the authority to cause the named Tenant to be bound hereby.

**SECTION 38. PRIVACY CLAUSE.**

Inconsideration of Landlord's covenants and agreements hereunder, Tenant hereby covenants and agrees not to disclose any terms, covenants or conditions of this lease to any other party without the prior written consent of Landlord except to Tenant's accountants, attorney and other advisors and as required by law or court order.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

**LANDLORD:**  
**Tropicana Investments, LLC**  
a California Limited Liability Company

By: \_\_\_\_\_  
**Jeffrey Chauncey, Manager**

Date: \_\_\_\_\_  
Trop. Rev. 9/16

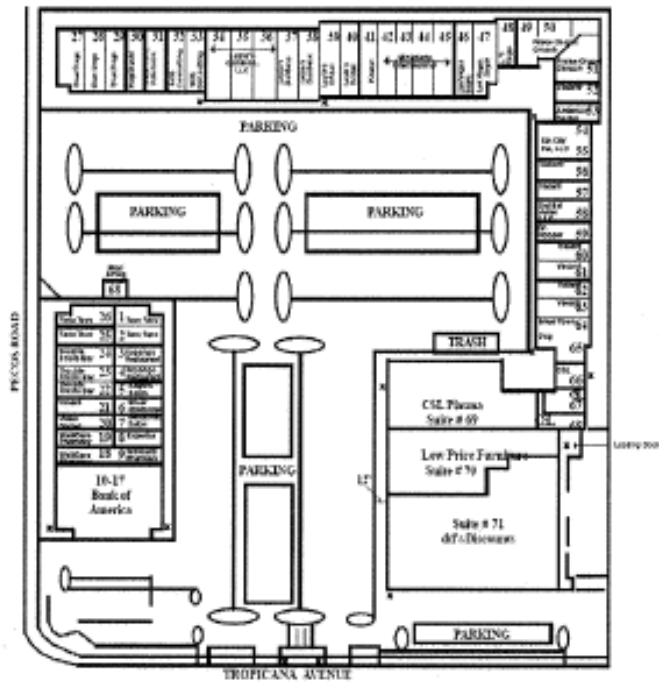
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**TENANT:**  
**JSJBD CORP,**  
a Nevada Corporation

By: \_\_\_\_\_  
Stuart R. Vincent, President

Date: \_\_\_\_\_  
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Tropicana Plaza Shopping Center  
Exhibit A - Site Plan





**Exhibit A- 1 -- Legal Description**

**DESCRIPTION**

All that real property situated in The County Of Clark, State Of Nevada bounded and described as follows:

**PARCEL 1:**

The south one half (s ½ ) of the southwest quarter (sw 1/4) of the southwest quarter (sw 1/4) of the southwest quarter (sw 1/4) of section 19, Township 21 south, Range 62 east, M.D.M. ( Government Lot 35)

Excepting therefrom the interest in and to the west 50 feet and the south 50 feet thereof as conveyed to The County Of Clark, State Of Nevada, by deed recorded March 22, 1973 as document No. 270930 of official records.

Further excepting that certain spandrel area as conveyed to The County Of Clark, State Of Nevada, by deed recorded July 25, 1973 as document No. 308047, official records.

Further excepting that certain spandrel area as conveyed to The County Of Clark, State Of Nevada, by deed recorded March 22, 1974 as document No. 370085 of official records.

**PARCEL 2:**

The north one half ( n ½ ) of the southwest quarter (sw 1/4) of the southwest quarter (sw 1/4) of the southwest quarter (sw 1/4) of section 19, Township 21 south, Range 62 east, M.D.M. ( Government Lot 34)

Excepting therefrom the interest in and to the west 50 feet thereof as conveyed to The County Of Clark , State Of Nevada< by deed recorded March 22, 1973 as document No. 270930 of official records.

**EXHIBIT B**

**COMMENCEMENT DATE**

The commencement date of that Lease by and between Tropicana Investments, LLC, as Landlord and JSJBD CORP, a Nevada Corporation as Tenant was the 1<sup>st</sup> day of September, 2016.

**LANDLORD:**  
**Tropicana Investments, LLC**  
a California Limited Liability Company

**TENANT:**  
**JSJBD CORP,**  
a Nevada Corporation

By: \_\_\_\_\_  
**Jeffrey Chauncey, Manager**

By: \_\_\_\_\_  
Stuart R. Vincent, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT C**

### **DESCRIPTION OF WORK**

Landlord hereby acknowledges that an exterior store front design currently exists at the Leased Property. Should Tenant request any changes to the exterior store front design, finish or construction, such changes may only be completed upon written approval by Landlord. **EXHIBIT C - Cont.**

Any additional charges, expenses, or costs arising by reason of any subsequent change, modification, or alteration, prior to its performance of any work in the Leased property shall be borne by Tenant; provided, however, that Landlord shall bear the costs of any structural modification or any other modification that may be required by any applicable law, rule, regulation, ordinance, code or other legally enforceable requirement. No such changes, modifications, or alterations in said approved Plans and Specs can be made without the written consent of the Landlord after the written request thereof by the Tenant. Tenant shall bear the costs for any trade fixture or personal property Tenant installs in the Leased Property.

Upon completion of said Leased Property in accordance with the approved Plans and Specs and upon delivery to and possession by Tenant, the Tenant will accept the Leased Property in the condition which it may then be and waives any right or claim against the Landlord for any cause, directly or indirectly, arising out of the condition of the Leased Property, appurtenances thereto, the improvements thereon and the equipment thereof; and Tenant shall thereafter save and hold harmless the Landlord from any and all liability.

#### **I. WORK DONE BY LANDLORD AT LANDLORD'S EXPENSE.**

**NONE,** Tenant shall accept the Leased Property in its current Condition.

#### **II. WORK DONE AT TENANT'S EXPENSE**

**NONE,** except replacement of exterior signage.

**Tropicana Plaza**

**EXHIBIT D**

**RULES AND REGULATIONS**

Tenant agrees as follows:

**LOADING & UNLOADING:**

1. All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances designated for such purposes by Landlord. The delivery or shipping of merchandise, supplies and fixtures to and from the Leased Property shall be done only during normal business hours unless prior approval is obtained in advance from Landlord in writing.

**ANTENNAS:**

2. No radio, television, antenna(e), aerial, dish, receiving or transmission apparatus or other similar device shall be installed in the Leased Property without first obtaining in each instance Landlord's consent in writing, which written consent shall not be unreasonably withheld and shall be delivered to Tenant within fifteen (15) days of receipt of such request. Likewise, no radio, television, antenna(e), aerial, dish, receiving or transmission apparatus shall be erected on the roof or exterior walls of the Leased Property or in the Center, without in each instance, the written consent of Landlord. Any such device so installed without such written consent shall be subject to removal by Landlord without notice at Tenant's expense.

**ADVERTISING:**

3. Tenant shall not, without the written consent of Landlord, which written consent shall not be unreasonably withheld and shall be delivered to Tenant within fifteen (15) days of receipt of such request, use in or about the Leased Property any advertising or promotional media such as searchlights, loud speakers, phonographs, or other similar visual or audio media which can be seen or heard in or outside the Center. Tenant shall refrain from keeping, displaying or selling any merchandise or any object outside of the interior of the Leased Property or in any portion of any sidewalks, walkways or other part of the Center.

**EXTERIOR MAINTENANCE:**

4. The exterior areas immediately adjoining the Leased Property, as hereinafter specified, shall be kept clean and free from dirt and rubbish by Tenant, and Tenant shall not place or permit any obstructions or merchandise in such areas which impede access to the Leased Premises or the Center. Exterior areas which are "immediately adjoining" the Leased Property shall consist of the sidewalk or other paved areas which directly abut the Leased Property and extend only to the boundaries of the Leased Property. Landlord shall notify Tenant in writing of a violation of the aforesaid terms, and Tenant shall correct any such violations within ten (10) days of receipt of such notice. All garbage, including wet garbage, refuse or trash shall be placed by Tenant in the receptacles provided by Landlord for such purpose. Tenants and their authorized representatives shall not throw cigar or cigarette butts or other substances or litter or any kind in or about the Center, except in appropriate receptacles placed for such purpose, and Tenant shall make commercially reasonable efforts to direct its guests and invitees to dispose of such items in the designated receptacles. All boxes are to be broken down as to lay flat within the trash container. Tenant shall not burn any trash or garbage of any kind in or about the Leased Property or the Center.

In the event that any Tenant shall fail to remedy such a health or fire hazard or nuisance within ten (10) days after receipt of written notice by Landlord, Landlord may remedy and or correct such health or fire hazard or nuisance at the expense of the Tenant.

**PARKING:**

5. Tenant and Tenant's employees shall park their cars only in those parking areas which may be designated for such purpose by Landlord. No person shall use any automobile parking area except for the parking of motor vehicles during the period of time such person or occupants of such vehicle are customers or business invitees of the retail service and restaurant establishments within the Center. No vehicle of Tenant shall be parked longer than a 48 hour period. No recreational vehicles or trucks larger than a pick-up truck shall be parked in common parking areas by Tenant or their employees for longer than a 24 hour period. All motor vehicles shall be parked in an orderly manner within the painted lines defining the individual parking places. During peak periods of business activity, additional limitations may be imposed as to the length of time for parking use. Such limitations may be made in specified areas. Tenant and Tenant's employees and agents shall not solicit business in the parking areas or other common areas, nor shall Tenant distribute any handbills or other advertising matter in or on automobiles or other vehicles parked in the parking area or in other common areas.

Comment [RLSE]: Two clarifications



**EXHIBIT D - Cont.**

**PLUMBING:**

6. The plumbing facilities shall not be used for any other purpose than that for which they are specifically constructed, and no foreign substance of any kind shall be deposited therein. The expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by the Tenant whose employees, agents, servants, customers or invitees shall have caused it. Any Tenant whose Leased Property is served by a grease trap shall be responsible for keeping it clean and free of grease at all times; if any stoppage should occur or the grease traps should not be kept clean, Landlord shall notify Tenant in writing of such stoppage, whereupon Tenant shall have fifteen (15) days to correct the stoppage or clean the grease traps. If Tenant has not made efforts to correct the stoppage or clean the grease traps within the designated period, Landlord may cause such stoppage to be removed or such cleaning to occur, the actual cost for which shall be at the expense of Tenant.

**PESTS & PETS:**

7. Tenant shall keep the Leased Property free from pests and vermin. No pets or animals, except service animals and seeing eye dogs, shall be allowed in or about the Leased Property and the Center, without Landlord's written approval.

**NOISES:**

8. Tenant shall not make noises, cause disturbances, or create odors which may be offensive to Landlord or to other Tenants of the Center or their employees, agents, servants, customers or invitees.

**WINDOW DISPLAY & ADVERTISING:**

9. No portion of the Leased Property or the Center shall be used for sale or display of any obscene, pornographic, so-called "adult" or other offensive merchandise or activities. All signs or window painting must be approved first by Landlord in writing, and provided Landlord's consent is obtained, must be professionally done.

**ROOF:**

10. Neither Tenant nor any employees of any Tenant, except those vendors that may be required from time to time to service or replace Tenants HVAC or other Tenant equipment located on the roof, shall go upon roof of the Center without the prior written consent of Landlord. Any damage caused to the roof or building by Tenant or Tenant's vendors shall be repaired at Tenant's expense.

**SIGNS:**

11. Landlord hereby expressly acknowledges and agrees that any signs, placards, pictures, advertisement, name, notice or other object or thing visible to public view which are currently existing at, in, on, or about the Leased Property shall not be subject to the terms of this Section 11. With respect to any additional signage, without Landlord's written consent first being obtained, no sign, placard, picture, advertisement, name, notice or other object or thing visible to public view shall be installed or displayed on the exterior or in the interior of the Leased Property. Landlord shall have the right to remove, at Tenant's expense and without notice, any sign installed or displayed in violation of this rule.

Tenant shall, at its expense, and after first obtaining Landlord's written consent, erect a sign on the exterior of the Leased Property within thirty (30) days from date of occupancy. Said sign shall be of such size, shape, materials and design as may be prescribed by Landlord. Tenant shall be required to properly maintain its sign, including making prompt repairs of any nature through the term. All exterior signs will be lit from dusk 'til dawn or as Landlord may otherwise designate. No awning, shade, window blackout film or signs, whether painted or permanent shall be affixed or installed over or in the show windows or on the exterior of the Leased Property.

It is the Tenant's responsibility to maintain all business signs. All lettering must comply with the sign criteria and be approved by the Landlord prior to installation.

Any existing signs that have not been authorized are subject to removal, with no signs of any type being permitted without the prior written consent of the Landlord.

No banners, flags, or any other types of advertising may be hung from the overhang in front of the Leased Property without first complying with any Landlord criteria and without first obtaining Landlord's consent.

**EXHIBIT D - Cont.**

**Under no circumstances** is the use of "A" frame signs, banners or other temporary signs permitted on windows, sidewalks, landscaped areas, parking lot, roofs or buildings including common areas of the Center, without prior written approval of the Landlord. However easel signs displaying daily specials will be permitted provided the size and design have been submitted to Landlord and approved. Movable signs such as banners mounted on trucks, trailers or cars, are not permitted anywhere on the Leased Property or in the Center.

Special sales signage may be allowed as long as the format is approved by the Landlord prior to the sale taking place. This includes the hanging of banners, window painting, flyers etc.

Upon expiration of the Lease, Tenant shall be responsible for promptly removing all signs placed in and around the Leased Property by Tenant. Tenant shall repair all damage caused to the building or Leased Property by such removal, including proper "capping off" of electrical wiring. Without limiting the generality of the foregoing, Tenant shall adhere to all requirements contained in the Lease which shall be deemed incorporated herein.

**EXTERIOR MERCHANDISING PROHIBITED:**

12. No public telephone, newsstand, shoeshine stand, refreshment, vending or other coin operated machine shall be installed or placed on the sidewalk or walkway area adjacent to the Leased Property or on the common area without Landlord's prior written approval in each instance.

**EXTERIOR SANITATION:**

13. Any Tenant operating a carry-out food operation, including any ice cream store, shall pay Landlord for all sidewalk and walkway clean-up work (including without limitation steam cleaning) that Landlord shall determine is necessary to preserve the sanitation, cleanliness, clean appearance, and safety of the Center. Additionally, Tenant shall be responsible for a clean-up area of not less than one hundred feet (100') in radius from their entrance(s) to the Leased Property. Tenant shall pay Landlord for all costs with the next succeeding month's rent.

**COMMON AREAS:**

14. Without the prior written consent of the Landlord, no person shall use any of the common area for any purpose or activities except in conjunction with the normal business activities of the Center. Tenants and their authorized representatives and invitees shall not loiter in the parking or other common areas that any Tenant has the right to use in a manner which impedes any other tenant's use of the Center, nor shall they in any way obstruct the sidewalks, entry passages, pedestrian passageways, driveways, entrances and exits, and shall use them only as ingress to and egress from their work areas. Tenants which are open 24 hours may at the Tenant's option hire Security Personnel to police both the interior and/or exterior of the Leased Property. Should the Tenant opt to hire a Security company, Tenant must notify Landlord in advance of the name and phone contact of said company.

**NON-WAIVER:**

15. Landlord may waive any one of these rules for the benefit of any particular tenant or tenants, but such waiver by Landlord shall not be construed as a waiver of such rules in favor of any or all tenants of the Center. No waiver of any rule or regulation by Landlord shall be effective unless in writing and signed by Landlord.

Landlord reserves the right at any time to change or rescind any one or more of these rules or regulations or to make such other and further reasonable rules and regulations as in Landlord's judgement may from time to time be necessary for the management, safety, care, and cleanliness of the Center for the preservation of good order therein, and for the convenience of tenants and visitors to the Center. Any such amendments, deletions or additions to these rules and regulations shall be applicable to all tenants of the Center and shall be effective immediately upon delivery of written notice thereof to tenants.

**TENANT CONSENT:**

16. Landlord shall not be responsible to any Tenant or to any other person for the non-observance or violation of these rules and regulations by any other Tenant or person. All Tenants shall be deemed to have read these rules and regulations and to have agreed to abide by them as a condition to their occupancy of the space listed.

The undersigned Tenant hereby agrees to abide by the foregoing Rules and Regulations as may be modified, changed and supplemented from time to time.

**TENANT:**  
**JSJBD CORP, a Nevada Corporation**

By: \_\_\_\_\_  
**Stuart R. Vincent, President**

Date: \_\_\_\_\_

**EXHIBIT E**

**GUARANTY**

DESCRIPTION OF LEASE: **General Retail Lease**  
EFFECTIVE DATE: **September 1, 2016**  
LANDLORD: **Tropicana Investments, a California  
Limited Liability Company**  
TENANT: **JSJBD CORP, a Nevada Corporation**  
PREMISES: **3430 E. Tropicana Avenue, Suite # 27-29  
Las Vegas, NV 89121**

**GUARANTY OF LEASE** effective **September 1, 2016** by and between **Tropicana Investments, LLC** as Landlord and **Stuart R. Vincent, Jeffrey B. Vincent, Bruce Eisman and Bruno Mark** as Guarantors.

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, the undersigned Guarantor hereby unconditionally and irrevocably guarantees the full and faithful performance by Tenant of all the terms, covenants and conditions of the above-referenced Lease, including, but not limited to, the payment of all rent when and as the same shall become due. This Guaranty shall remain in full force and effect regardless of any amendment, modification, extension, compromise or release of any term, covenant or condition of the Lease or of any party thereto, as the case may be. The undersigned agrees to indemnify Landlord against any and all liability, loss, costs, charges, penalties, obligations, expenses, attorneys' fees, litigation, judgments, damages, claims and demands of any kind whatsoever in connection with arising out of or by reason of the assertion by Tenant of any defense to its obligations under the Lease or the assertion by Guarantor of any defense to its obligations hereunder. Guarantor waives any right or claim of right to cause a marshaling of Tenant's assets or to proceed against Guarantor or Tenant or any security for the Lease or this Guaranty in any particular order and Guarantor agrees that any payments or performance required to be made hereunder shall become due upon demand in accordance with the terms hereof immediately upon the happening of a default under the Lease, whether or not Guarantor has been given notice of such default, and Guarantor hereby expressly waives and relinquishes all rights and remedies accorded by applicable law to guarantors, including, but not limited to, notice of demand, notice of default, any failure to pursue Tenant or its property, any defense arising out of the absence, impairment or loss of any right of reimbursement or subrogation, and any defense arising by reason of any defense of Tenant or by reason of the cessation of the liability of Tenant or any defense by reason of the assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the said Lease, or by reason of summary or other proceedings against Tenant.

No delay on Landlord's part in exercising any right, power or privilege under this Guaranty or any other document executed in connection herewith shall operate as a waiver of any such privilege, power or right.

Guarantor agrees that any judgment rendered against Tenant for monies or performance due Landlord shall in every and all respects bind and be conclusive against Guarantor to the same extent as if Guarantor had appeared in any such proceeding and judgment therein had been rendered against Guarantor.

Guarantor subordinates to Tenant's obligations to Landlord all indebtedness of Tenant to Guarantor, whether now existing or hereafter contracted, whether direct or indirect, contingent or determined. With respect to any such indebtedness of Tenant to Guarantor, Guarantor further agrees to make no claim therefor until any and all obligations of Tenant to Landlord shall have been discharged in full and Guarantor further covenants and agrees not to assign all or any part of such indebtedness while this Guaranty remains in effect.

Trop. Rev. 9/16

36

Initials  
Landlord \_\_\_\_\_  
Tenant \_\_\_\_\_



**EXHIBIT E - Cont.**

The terms, covenants and conditions contained in this Guaranty shall apply to and bind the successors and assigns of the undersigned.

The terms, covenants and conditions contained in this Guaranty shall inure to the benefit of the successors and assigns of Landlord.

If any term, covenant or condition of this Guaranty, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, covenants and conditions of this Guaranty, and all applications thereof not held invalid, void or unenforceable shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

In this Guaranty, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

This Guaranty shall be construed in accordance with its intent and without regard to any presumption or other rule requiring construction against the party causing the same to be drafted.

The laws of the state in which the leased premises are located shall govern the validity, construction, performance and effect of this Guaranty.

Should Guarantor consist of more than one person or entity, then, in such event, all such persons and entities shall be jointly and severally liable as Guarantor hereunder.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Guarantor: \_\_\_\_\_  
Stuart R. Vincent

Social Security Number: \_\_\_\_\_

Residence Telephone Number: \_\_\_\_\_

Residence Address: \_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Guarantor: \_\_\_\_\_  
Jeffrey B. Vincent

Social Security Number: \_\_\_\_\_

Residence Telephone Number: \_\_\_\_\_

Residence Address: \_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Guarantor: \_\_\_\_\_  
Bruce Eisman

Social Security Number: \_\_\_\_\_

Residence Telephone Number: \_\_\_\_\_

Residence Address: \_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Guarantor: \_\_\_\_\_  
Bruce Mark

Social Security Number: \_\_\_\_\_

Residence Telephone Number: \_\_\_\_\_

Residence Address: \_\_\_\_\_

Trop. Rev. 9/16 37

Initials  
Landlord \_\_\_\_\_  
Tenant \_\_\_\_\_

2. Size of letters shall be a maximum of 24" and 5" in depth. Any exceptions will require prior written consent of Landlord.

3. All letters will have colored 1/8" or better plastic faces. Trim cap retainers on faces and returns must be in gold and are mandatory.

4. All letters will be individually illuminated from within 30 MA single or double tube white neon. No exposed neon will be permitted. All openings shall be properly sealed to prevent light leaks.

5. Each Tenant will be permitted to place upon each entrance of its Demised Premises not more than 144 square inches of gold leaf or decal application lettering, not to exceed two inches (2") in height, indicating hours of business, emergency telephone number, etc. Any exceptions will require prior written consent of the Landlord.

6. Painted lettering will not be permitted.

7. Each Tenant who has a non-customer door for receiving merchandise may have uniformly applied on said door, in location as directed by the project architect, in

Two inches (2") high block letters, the Tenant's name and address. In the case that more than one Tenant uses the same door, each Tenant's name and address shall be applied. Color of letters will be selected by the project architect.

D. General Construction Requirements

1. Tenant shall be responsible for the manufacture, complete installation and maintenance of all signs.

2. All signs are to be installed under the direction of the Project Contractor's superintendent or representative.

3. Tenant shall be fully responsible for the operation of Tenant's sign contractors.

4. Tenant's sign contractor shall repair any damage to any portion of the structure and finish caused by his work.

5. All penetrations of the building structure required for sign installation shall be sealed in a watertight condition and shall be patched to match adjacent finish.

6. No exposed lamps or tubing will be permitted.

7. No animated, flashing or audible signs will be permitted.

8. No exposed raceways, cabinets, cross-overs, conduits, conductors, transformers or other equipment shall be permitted unless approved by Landlord prior to construction. Any exposed ducts shall be painted-out to match the adjacent material.

9. No sign maker's label or other identification will be permitted on exposed surface of sign, except for those required by local ordinance, in which case shall be placed in an inconspicuous location.

10. No signs of any sort shall be permitted on building's roof.

E. Sign Contractor General Requirements

1. All companies bidding to manufacture these signs are advised that no substitutes will be accepted by purchaser whatsoever, unless indicated in the specifications and approval by Landlord and Tenant. Any deviation from these specifications may result in purchaser's refusal to accept same.

Trop. Rev. 9/78

39

Initials  
Landlord\_\_\_\_  
Tenant\_\_\_\_

2. All manufacturers are advised that prior to acceptance and final payment, each unit will be inspected for conformity. Any signs found not in conformity will be rejected and removed at the Tenant's expense.

3. Entire display shall be guaranteed for 90 days against defects in material and workmanship. Defective parts shall be replaced without charge.

4. Sign company shall carry workmen's compensation and public liability insurance against all damage suffered or done to any and all persons and/or property while engaged in the construction or erection of signs in the amount of \$300,000.00.

5. Lessee's sign contractor shall completely install and connect sign display. Primary wiring at sign location stipulated by Landlord to be provided by Lessee's contractor and completed prior to sign installation.

Sign company agrees to abide by the above criteria for said project and warrants that the installation of sign by \_\_\_\_\_ is correct.

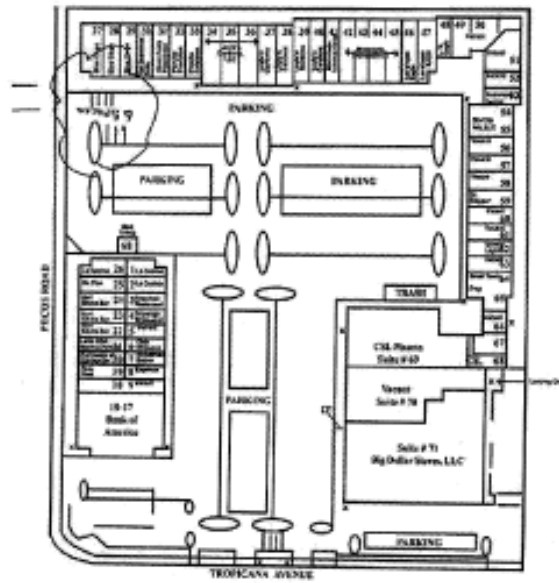
\_\_\_\_\_  
Sign Company Authorization

**TENANT:**  
**JSJBD CORP, a Nevada Corporation**

By: \_\_\_\_\_  
Stuart R. Vincent, President

Date: \_\_\_\_\_

EXHIBIT G  
RESERVED PARKING PLAN



Trop. Rev. 9/16

41

Initials  
Landlord \_\_\_\_\_  
Tenant \_\_\_\_\_

TROP 380

RA 281



# Defendant's Admitted Trial Exhibit CC

**Leah Dell**

---

**From:** John Sacco  
**Sent:** Friday, August 18, 2017 10:28 AM  
**To:** lucas@growerlaw.com  
**Subject:** FW: JSJBD CORP dba Blue Dogs Pub Lease Agreement - Clean and Redline Comparison (8732-029)  
**Attachments:** JSJBD CORP dba Blue Dogs Pub Lease Agreement (Tenant clean to JMS clean 7-1-17).DOCX; JSJBD CORP dba Blue Dogs Pub Lease Agreement (JMS clean 7-1-17).DOCX

Hi Lucas;

I called you earlier this morning. I wanted to make sure that you had the most recent redline and clean version which I had sent to prior counsel last month.

However, I will be following this up with the most recent version with a few additional changes later today.

Thanks

John

---

**From:** Leah Dell  
**Sent:** Friday, August 18, 2017 10:23 AM  
**To:** John Sacco  
**Subject:** FW: JSJBD CORP dba Blue Dogs Pub Lease Agreement - Clean and Redline Comparison (8732-029)

---

**From:** John Sacco  
**Sent:** Monday, July 03, 2017 12:23 PM  
**To:** Rachel Sully  
**Cc:** Lesley Miller  
**Subject:** FW: JSJBD CORP dba Blue Dogs Pub Lease Agreement - Clean and Redline Comparison (8732-029)

Good afternoon, Rachel;

Attached are our revisions to the draft/redline you recently sent .

You will notice that I have reinserted most of the standard provisions which you had deleted. The Landlord will not deviate on these points, which as you know are customary and commonly used.

I have clarified that the Effective Date of the Lease , if it ever gets executed, is September 1, 2016 . Your client's request for exclusive parking is acknowledged. And some of your requested changes have been incorporated.

If you have any further comments, please keep them to a bare minimum, as my client has instructed me that he will not modify from the standard Lease on most of the issues you submitted.

If you think that a telephonic discussion may help in getting this finalized, just let me know and we can arrange a mutually agreeable time.

We look forward to your prompt response, as we've been tinkering with this for over 10 months, perhaps more.

Thanks

John

---

**From:** Leah Dell  
**Sent:** Monday, July 03, 2017 9:24 AM  
**To:** John Sacco  
**Subject:** JSJBD CORP dba Blue Dogs Pub Lease Agreement - Clean and Redline Comparison (8732-029)



**Leah Dell | Paralegal**  
10001 Park Run Drive  
Las Vegas, NV 89145  
t | 702.821.2403  
f | 702.856.8975  
[ldell@maclaw.com](mailto:ldell@maclaw.com)  
[maclaw.com](http://maclaw.com)



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## TROPICANA PLAZA SHOPPING CENTER

### LEASE

THIS LEASE ("Lease") is made and entered into this 22nd<sup>1</sup> day of July, 2017, effective as of September 1, 2016<sup>2</sup>, (the "Effective Date"),<sup>3</sup> by and between Tropicana Investments, a California Limited Liability Company (hereinafter referred to as "Landlord") and JSJBD CORP, a Nevada Corporation (hereinafter referred to as "Tenant").

#### SECTION 1. DEMISED PREMISES.

Upon the conditions, limitations, covenants and agreements set forth below, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that store area in Tropicana Plaza (the "Center"), which Center is described on Exhibit A-1 attached hereto and incorporated herein by reference, located at 3430 E. Tropicana Avenue, Las Vegas, Nevada 89121 denominated as space(s) no. 27-29, and indicated by cross-hatching on the site plan attached hereto as Exhibit A-2 and incorporated herein by reference ("Leased Property") consisting of approximately Four Thousand Two Hundred (4,200 +/-) square feet. Such square footage number shall be used in this lease for the sole purpose of determining Tenant's portion of the Center's Operating Costs, Parking and Common Areas (Section 10.). Landlord reserves to itself the use of the roof, exterior walls (other than store fronts) and the area above and below the Leased Property together with the right to install, maintain, use, repair and replace pipes, ducts, conduits, wires and structural elements now or in the future leading through the Leased Property and which serve other parts of the Center; ~~provided, however that~~<sup>8</sup> Unless deemed an emergency repair,<sup>9</sup> Landlord shall provide Tenant at least seven (7) days' written notice prior to the commencement of any such work and ~~provided further that Landlord shall secure permits from all applicable authorities and display such permits in a public and conspicuous place. In the event such work occurs and Tenant is hindered from conducting business at the Leased Property, Tenant shall be entitled to rent abatement in the amount of \$1,500.00 per day~~<sup>10</sup>.

~~1.02 Landlord shall have the right to relocate the Leased Property to another part of the building in accordance with the following:~~<sup>11</sup>

- ~~a. The new premises shall be substantially the same in size as the Leased Premises described in this Lease, and if the relocation occurs after the Commencement Date, shall be placed in that condition by Landlord at Landlord's cost.~~<sup>12</sup>
- ~~b. Landlord shall give Tenant at least thirty (30) days written notice of Landlord's intention to relocate the Leased Premises.~~<sup>13</sup>
- ~~c. As nearly as practicable, the physical relocation of the Leased Premises shall be performed on a weekend and shall be completed before the following Monday. If the physical relocation has not been completed in a reasonable time, Base Rent shall abate from the time the physical relocation commences to the time it is completed. Upon completion of such relocation, the new premises shall become the "Leased Premises" under this Lease.~~<sup>14</sup>

Trop. Rev. 9/16

1

Initials  
Landlord \_\_\_\_\_  
Tenant \_\_\_\_\_

TROP 385

RA 285



d. All reasonable physical moving costs incurred by Tenant as a result of the relocation shall be paid by the Landlord.<sup>15</sup>

e. If the new premises are smaller than the Leased Premises as it existed before the relocation, Base Rent shall be reduced proportionately.<sup>16</sup>

f. The parties hereto shall immediately execute an amendment to this Lease setting forth the relocation of the Leased Premises and the reduction of Base Rent, if any.<sup>17</sup>

g. All incidental costs incurred by Tenant as a result of the relocation<sup>18</sup>, including, without limitation,<sup>19</sup> costs incurred in changing addresses on stationary, business cards, directories, advertising, and other such items shall be paid by Landlord in a sum not to exceed \$500.00.<sup>20</sup>

## SECTION 2. TERM.

**2.01** The term of this Lease shall be for a period of Sixty (60) months, commencing on the occupancy date<sup>21</sup> Effective Date<sup>22</sup>, as hereinafter<sup>23</sup> hereinabove<sup>24</sup> defined, unless terminated earlier as elsewhere herein provided; provided that if the occupancy date is not the first day of a calendar month the term hereof shall be for Sixty (60) months plus the period between the occupancy date and the first day of the next succeeding calendar month. At such time as the commencement date shall have been established, Landlord and Tenant shall execute a memorandum in the form of Exhibit B attached hereto and incorporated herein by reference confirming said date. The failure of either party to execute and/or deliver such memorandum shall not delay the occupancy date<sup>25</sup> Effective Date<sup>26</sup> or vitiate the effectiveness of this Lease.

**2.02** Notwithstanding anything to the contrary in Exhibit C, Landlord and Tenant acknowledge and agree that Landlord has no obligation whatsoever to perform any work, repairs, maintenance, or make any improvements to the Leased Property.<sup>27</sup>

**2.02.**<sup>28</sup>

**2.03** In the event that any of the improvements shown on Exhibit C are to be completed by Tenant pursuant to agreement between Landlord and Tenant, the "Occupancy Date" shall be deemed to refer to that date which is the earlier of: (i) thirty (30) days after Landlord notifies Tenant in writing that the Leased Property is ready for construction and/or installation of improvements by Tenant or (ii) the date on which Tenant is first admitted to (or offered admission to) the Leased Property for purposes of constructing or installing such improvements. If any improvements installed by Tenant are to be at Landlord's expense, then Tenant shall promptly pay all suppliers, laborers, materialmen, mechanics, contractors, and subcontractors<sup>29</sup> performing any such work<sup>30</sup> and/or supplying any materials therefor; any reimbursement to be made by Landlord (if any, the same shall be shown on Exhibit C hereto) shall be made within seven (7) days after all work to be performed by Tenant has been completed (and inspected and approved by Landlord), all certificates of occupancy have been issued for the occupancy of the Leased Property by Tenant, all lien releases have been obtained, and Tenant has opened for business.<sup>31</sup> INTENTIONALLY DELETED.<sup>32</sup>

**2.04** If Landlord agrees in writing that Tenant may hold over after the expiration or termination of this Lease, unless the parties hereto otherwise agree in writing on the terms of such holding over, the holdover tenancy shall be subject to termination by Landlord or Tenant at any time upon not less ~~that~~<sup>33</sup> than<sup>34</sup> thirty (30) days prior written notice. No holding over by the Tenant, whether with or without consent of Landlord, shall operate to extend this Lease.

**2.05** Landlord or Tenant shall give written notice of termination by certified mail to the other at least ninety (90) days prior to the expiration date of any renewal term of the lease.

### **SECTION 3. RENT**

**3.01** Subject to adjustment as hereinafter provided, Tenant shall pay Landlord as base minimum rent (Base Rent) for the term of this Lease, the total sum of **Five Hundred Sixteen Thousand Six Hundred Dollars & 00/100 (\$516,600.00)**. Beginning on the ~~occupancy date~~<sup>35</sup> Effective Date<sup>36</sup>, Tenant shall pay to Landlord minimum monthly rent as follows:

9/01/16 - 8/31/17 @ \$8,190.00 per month, \$98,280.00 per annum.  
9/01/17 - 8/31/18 @ \$8,400.00 per month, \$100,800.00 per annum.  
9/01/18 - 8/31/19 @ \$8,610.00 per month, \$103,320.00 per annum.  
9/01/19 - 8/31/20 @ \$8,820.00 per month, \$105,840.00 per annum.  
9/01/20 - 8/31/21 @ \$9,030.00 per month, \$108,360.00 per annum.

provided that if the lease term includes a fractional month, for that fractional month Tenant shall pay as minimum rent that proportion of the minimum monthly rent due which the number of days in said fractional month bears to the total number of days in said month.

**3.02** The monthly Base Rent amounts shall be paid to Landlord in advance on the first day of each month during the term of this Lease. Base Rent for any fractional month shall be<sup>37</sup> calculated accordingly.

(a) "Lease year" shall mean the twelve (12) month calendar year, except that in the event the Occupancy Date occurs on a date other than January 1, the first lease year hereunder shall be that fractional part of the calendar year from the Occupancy Date to December 31 of the same year and the final lease year shall be that fractional part of the calendar year from January 1 to the termination date.

**3.03** Provided Tenant is in compliance with each and every term, covenant and condition hereof on its part to be performed,<sup>38</sup> Tenant shall have the option to extend this Lease for **Two (2)** extension terms of **Five (5)** years, commencing on the expiration date hereof. Said option shall be exercised by giving Landlord notice in writing of such election at least ninety (90) days prior to the expiration of the original term. Such extension term shall be on the same terms as this Lease, except that the minimum Base Rent provided in Section 3.01 of the Lease shall be ~~equal to the average rental rate of other tenants in the Center at the time of the commencement of the applicable extension~~<sup>39</sup> negotiated but in no event reduced, and in no event less than the Base Rent existing on the last day of the expiring

term, plus three percent (3%) thereof, with a corresponding three percent (3%) increase for each additional year of the extended<sup>40</sup> term<sup>41</sup>.

**3.04** All rents and other monies required to be paid by Tenant hereunder shall be paid to Landlord without deduction or offset, prior notice or demand, in lawful money of the United States of America, at **P.O. Box 50170, Lighthouse Point, FL 33074**, or at such other place as Landlord may, from time to time, designate upon thirty (30) days' prior written notice. Notwithstanding the immediately preceding sentence, Landlord agrees that Tenant may make payment of monies due hereunder by a personal or business check drawn on a financial institution located in the county in which the Center is located; provided, however, that if at any time any such check is dishonored or returned to Landlord or Landlord's bank without payment then, in addition to the other remedies available to Landlord hereunder, Landlord may thereafter require Tenant to make payment of monies due hereunder in cash or by certified check drawn on a financial institution acceptable to Landlord and located within the county in which the Center is located. ~~Tenant may make such payments directly to the appointed local property manager (the "Property Manager") of the Center during standard business hours, whereupon the Tenant will be provided a written receipt of payment. The contact information for the Property Manager is as follows:~~ \_\_\_\_\_ Landlord shall notify Tenant in writing of any changes with respect to the Property Manager.<sup>42</sup>

**3.05** ~~Intentionally Omitted.~~<sup>43</sup> If Tenant shall fail to pay, when the same is due and payable, any rent, or any additional rent, or any other amount or charges to be paid by Tenant hereunder, such unpaid amount in addition to any late fee shall bear interest from the due date thereof to the date of payment at a rate which is eighteen percent (18%) per annum, or (ii) the highest rate which may lawfully be charged therefor.<sup>44</sup>

**3.06** If at any time any payment made by Tenant hereunder is **not RECEIVED by Landlord within ten<sup>45</sup> five<sup>46</sup> (10<sup>47</sup> 5<sup>48</sup>) days after the due date thereof**, then, in addition to interest as provided in Section 3-04<sup>49</sup> **3.04**<sup>50</sup> hereof, Tenant shall pay on demand with respect to each such late payment and as additional rent a late charge equal to one<sup>51</sup> ten<sup>52</sup> percent (~~4~~<sup>53</sup> 10<sup>54</sup>%) of the amount not timely paid. If, at any time any personal or business check proffered by Tenant in payment of any obligation hereunder shall be dishonored by the bank or other financial institution on which it is drawn, Tenant shall pay a dishonored check charge equal to fifty dollars (\$50.00) for each check so dishonored; if a dishonored check is re-submitted and again dishonored, an additional dishonored check charge shall be paid by Tenant. Tenant acknowledges that such late charges and dishonored check charges represent reasonable approximations of the additional time, effort and expense incurred by Landlord as a result of such late payment and/or dishonored check, as the case may be.

**3.07** Landlord may apply any and all monies received from Tenant to Tenant's then due or past due obligations in such order as Landlord, in its sole discretion, may elect.

#### **SECTION 4. INTENTIONALLY OMITTED.**

~~No slot machine or other gambling game or device shall be permitted on the Leased Property<sup>55</sup> without the prior written consent of Landlord<sup>56, 57</sup>~~

*Trop. Rev. 9/16*

4

Initials  
Landlord \_\_\_\_\_  
Tenant \_\_\_\_\_

TROP 388

RA 288



## SECTION 5. SECURITY DEPOSIT.

Tenant, prior to the execution of this Lease, has deposited with Landlord the sum of ~~Eight<sup>58</sup>~~ Fifteen<sup>59</sup> ~~Thousand Dollars (\$8,000.00<sup>60</sup>)~~ 15,000.00<sup>61</sup> receipt of which is hereby acknowledged by Landlord. Said deposit shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease by Tenant to be kept and performed during the term hereof, provided that Tenant shall not be excused from the payment of any rent herein reserved or any other charge herein provided. If Tenant defaults with respect to any provision of this Lease and has not remedied such default ~~after a reasonable opportunity to cure as set forth herein<sup>62</sup>~~ within 30 days after receiving written notice from Landlord<sup>63</sup>, Landlord may, but shall not be required to use or retain all or any part of such security deposit for the payment of any rent, to repair damages to the Leased Property, to clean the Leased Property or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount.<sup>64</sup> Landlord shall not be required to keep such security deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. Should Tenant comply with all of said terms, covenants and conditions and ~~with payments of<sup>65</sup>~~ promptly pay<sup>66</sup> all the rental amounts as herein provided, and all other sums payable by Tenant to Landlord hereunder, then the said deposit shall be returned to Tenant within thirty (30) days after the end of the term of this Lease or after the last payment due from Tenant to Landlord is paid, whichever last occurs. In the event of sale or transfer of the Center or of any portion thereof containing the Leased Property, if Landlord transfers the security to the vendee or transferee for the benefit of Tenant, or if such vendee or transferee assumes all liability with respect to such security, Tenant shall receive written confirmation from Landlord and any such vendee or transferee that the security has been so transferred. Upon such written notice, ~~Tenant shall release<sup>67</sup> Landlord from<sup>68</sup>~~ shall be considered released by Tenant from all<sup>69</sup> liability for the return of such security, and Tenant agrees to look solely to the new Landlord for the return of the security, and it is agreed that this Section 5 shall apply to every transfer or assignment to a new Landlord.

## SECTION 6. POSSESSION AND SURRENDER OF LEASED PROPERTY.

**6.01** Tenant shall by entering upon and occupying the Leased Property be deemed to have accepted the Leased Property and Landlord shall not be liable for any latent or patent defect therein<sup>70</sup>.

**6.02** Upon the expiration or sooner termination of the term of this Lease, if Tenant has fully and faithfully performed all of the terms, conditions and covenants of this Lease to be performed by Tenant, but not otherwise, Tenant shall, at its sole cost and expense, remove all personal property which Tenant has placed on (but not affixed to) the Leased Property (all of which are hereinafter referred to as "Tenant's property"). Tenant shall repair all damage thereto resulting from such removal and Tenant shall thereupon surrender the Leased Property in substantially the same condition as on the date when the Leased Property was delivered to Tenant, reasonable wear and tear excepted. If Tenant has not



fully and faithfully performed all of the terms, conditions and covenants of this Lease to be performed by Tenant, Tenant shall nevertheless remove Tenant's property from the Leased Property in the manner aforesaid within ~~forty-five (45)~~<sup>71</sup> fifteen (15)<sup>72</sup> days after receipt of written direction to do so from Landlord. In the event Tenant shall fail to remove any of Tenant's property as provided herein, Landlord may, but is not obligated to, at Tenant's expense, remove all of such property not so removed and repair all damage to the Leased Property resulting from such removal, Landlord shall have no responsibility to Tenant for any loss or damage to said property caused by or resulting from such removal or otherwise. If the Leased Property is not surrendered at the end of the Lease term, Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Leased Property including, without limitation, any claims made by any succeeding tenant founded on such delay. Unless otherwise specified or directed by Landlord, all items brought onto the Leased Property which are affixed to or installed in the Leased Property in any manner shall be deemed fixtures and shall be and become the property of the Landlord upon expiration or sooner termination of this Lease<sup>73</sup>.

## SECTION 7. USE OF LEASED PROPERTY

**7.01** The Leased Property is leased to Tenant solely for use as a **Gaming Bar & Restaurant**, and no other use is or shall be permitted without prior written consent of Landlord. Tenant shall conduct business under the trade name of **Blue Dogs Pub**.<sup>74</sup>

**7.02** Tenant shall not, without prior written consent of all insurance companies which have issued any insurance of any kind whatsoever with respect to the Leased Property or the Center, sell, or suffer to be kept, used or sold in, upon or about the Leased Property any gasoline, distillate or other petroleum products or any other substance or material of an explosive, inflammable or radiological nature, in such quantities as may be prohibited by any such insurance policy, or which may endanger any part of the Center or its occupants, business patrons or invitees.

**7.03** Landlord hereby acknowledges and agrees that certain machines and devices currently exist in the Leased Property and Tenant shall be expressly permitted to continue to operate all such existing machines and devices in the Leased Property. With respect to any machines or devices which are not currently existing in the Leased Property, Tenant shall not, without Landlord's prior written approval, operate or permit to be operated on the Leased Property or in the Center any coin or token-operated vending machines or similar device for the sale or leasing to the public of any goods, wares, merchandise, food, beverages, and/or service, including, without limitation, pay telephones, pay lockers, pay toilets, scales and amusement devices.

**7.04** Tenant shall refrain from using or permitting the use of the Leased Property or any portion thereof as living quarters, sleeping quarters or lodging rooms.

**7.05** Tenant shall refrain from using or permitting the use of the Leased Property or any portion thereof for office, clerical or other non-selling purposes, except space in the Leased Property may be used for such purposes to such extent as is reasonably required for the conduct of Tenant's business thereon or as otherwise designated in writing by the parties.

*Trop. Rev. 9/16*

6

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Landlord \_\_\_\_\_  
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TROP 390

RA 290

<sup>75</sup>Landlord hereby acknowledges and agrees that space in the Leased Property is currently used for office and clerical purposes to conduct Tenant's business and that Tenant is expressly permitted to continue to use such space for office and clerical purposes.

**7.06** Tenant shall not, without Landlord's prior written approval, conduct or permit any fire, bankruptcy, auction, "going out of business", "moving" or similar sale in, on or about the Leased Property.

**7.07** All fixtures, showcases and other equipment to be used by Tenant in, about or upon the Leased Property which are not currently existing in, about or upon the Leased Property shall be subject to the prior written approval of Landlord. Any and all existing fixtures, showcases and other equipment in, about or upon the Leased Property is hereby approved by Landlord.

**7.08** Except as already existing in the Leased Property, Tenant shall not, without Landlord's prior written approval, cover or obstruct any windows, glass doors, lights, skylights, or other apertures that reflect or admit light into the Leased Property.

**7.09** Tenant shall not, without Landlord's prior written approval, allow display windows of the Leased Property to be empty or untrimmed at any time.

**7.10** Tenant shall refrain from keeping or permitting the keeping of any animals of any kind in, about or upon the Leased Property without Landlord's prior written approval; provided, however, that if the business conducted by Tenant on the Leased Property includes the sale of pets, Tenant may keep such animals on the Leased Property as are normally kept for such business, including service animals.

**7.11** Except to the extent the Leased Property is now used for storage or warehouse purposes, Tenant shall not use the Leased Property for additional storage or warehouse purposes beyond such use as is reasonably required to keep Tenant's store adequately stocked for retail sales in, at or from the Leased Property.

**7.12** Except as provided for elsewhere herein, Tenant shall keep and maintain in good order, condition and repair (including any such replacement and restoration as is required for that purpose) the Leased Property and every part thereof and any and all appurtenances thereto wherever located, including, but without limitation, the exterior and interior portion of all doors, door checks, windows, plate glass, store front, all plumbing and sewage facilities within the Leased Property including free flow up to the main sewer,<sup>76</sup> fixtures, heating and air conditioning and electrical systems (whether or not located in the Leased Property), sprinkler system, walls, floors and ceilings, and any work performed by or on behalf of Tenant hereunder. Tenant shall also keep and maintain in good order, condition and repair (including any such replacement and restoration as is required for that purpose) any special equipment, fixtures or facilities other than the usual and ordinary plumbing and utility facilities, which special facilities shall include but not be limited to grease traps, located outside the Leased Property. Landlord agrees to provide Tenant the benefit of any warranties Landlord may have pertaining to those parts of the Leased Property Tenant is responsible for maintaining hereunder. Tenant shall store all trash and garbage in metal

containers designated by Landlord and so as not to be visible or create a nuisance to customers and business invitees in the Center, and so as not to create or permit any health or fire hazard.

7.13 Tenant shall at all times during the term of the Lease comply with all governmental rules, regulations, ordinances, statutes and laws, and the orders and regulations of the National Board of Fire Underwriters or any other body now or hereafter exercising similar functions, now or hereafter in effect pertaining to the Center, the Leased Property or Tenant's use thereof.

7.14 Tenant hereby covenants and agrees that it, its agents, employees, servants, contractors, subtenants and licensees shall abide by the Rules and Regulations attached hereto as Exhibit D and incorporated herein by reference.—<sup>77</sup>Tenant acknowledges that ~~Landlord may amend or otherwise modify said Rules and Regulations or adopt~~<sup>79</sup> and such<sup>80</sup> additional reasonable<sup>81</sup> rules and regulations hereafter adopted and amendments and modifications of any of the foregoing as Landlord may, from time to time, adopt<sup>82</sup> for the safety, care and cleanliness of the Leased Property or the Center or for the preservation of good order thereon. Tenant shall comply with all such amendments, modifications or additional rules and regulations to the extent that Landlord provides Tenant notice of such amendments, modifications or additions in writing at least thirty (30) days prior to such time the amended, modified or additional rule or regulation is to take effect.

7.15 Intentionally Omitted: <sup>83</sup>INTENTIONALLY OMITTED.<sup>84</sup>

7.16 Tenant shall use the Leased Property solely for the purposes set forth in Section 7.01. Tenant shall take all necessary action to prevent and avoid foul odors, emissions, fumes, liquids or other substances or excessive noise from any source from escaping or extending beyond the Leased Property. In addition, Tenant shall not do, permit or suffer anything to be done, or kept upon the Leased Property which will obstruct or interfere in any manner with the rights of other Tenants, Landlord or the patrons and customers of any of them, or which will annoy any of them or their patrons or customers, nor will Tenant commit or permit any nuisance on the Leased Property or commit or suffer any immoral or illegal act to be committed thereon. Without limiting the generality and broad scope of the foregoing Covenants and prohibitions, Tenant shall not permit, cause or suffer unreasonable or excessive noise or sound to extend beyond the Leased Property, including but not limited to sound emanating from voices, music, entertainment, singing, video tapes, loud speakers, recording devices, microphones, or any other natural and/or mechanized device. Tenant specifically agrees that in the event of any breach or default of the foregoing Covenants and prohibitions by Tenant or any of Tenant's employees, agents, patrons or customers, Landlord shall be entitled to obtain injunctive relief to seek immediate abatement of any of the matters referred to herein, and Landlord may also obtain damages, in accordance with the provisions of NRS 40.140.—~~Landlord shall take all necessary action to prevent and avoid i) foul odors, emissions, fumes, liquids or other substances, and ii) unreasonable or excessive noise in the Center. Landlord specifically agrees that in the event of any breach or default of the foregoing, Tenant shall be entitled to any and all remedies set forth in this Lease, as well as any and all remedies permitted under law.~~<sup>85</sup>



7.17 No cooking shall be done or permitted by any Tenant on the Leased Property nor shall they be used for the manufacture of merchandise; provided, however, that if the business conducted by Tenant on the Leased Property includes sale of prepared food, Tenant may conduct such cooking on the Leased Property as is normally incident to such business. Tenant to comply with all local, city & state codes, permits and licenses.

~~7.18.~~<sup>86</sup> 7.18. Tenant shall operate all of the Leased Property during the entire Lease Term with sound business practice, due diligence, and efficiency.<sup>87</sup>

7.19. Retail & Food Related Tenant's: Tenant shall provide, install, and at all times maintain in the Leased Property all suitable furniture, fixtures, equipment, and other personal property necessary for the conduct of Tenant's business therein, in a businesslike manner, shall carry at all times in the Leased Property a stock of merchandise of such size, character and quality as shall be reasonably designed to produce the maximum return to Tenant, and shall staff the Leased Property at all times with sufficient sales personnel to serve its customers. Tenant represents to Landlord and Landlord hereby acknowledges that the current operating hours of Tenant are XXXXXXXXXX. In the event such Tenant alters the current operating hours, Tenant shall provide Landlord written notice of the new operating hours.

## SECTION 8. ALTERATIONS AND IMPROVEMENTS

8.01. ~~Intentionally Omitted.~~<sup>88</sup> INTENTIONALLY OMITTED.<sup>89</sup>

8.02 Work to be performed by Tenant: Any work or improvement to be performed by Tenant must first have Landlord's written approval and comply with all local, city & state codes, permits and licenses.

8.03 ~~Intentionally Omitted.~~<sup>90</sup> Tenant shall observe and perform all of its obligations under this Lease, from the date upon which the Leased Property is occupied and from the Effective Date of the Lease term in the same manner as though the Lease term began when the Leased Property was so made available to Tenant.<sup>91</sup>

8.04 Tenant shall not make any additions, alterations improvements or changes ("improvements") in or to the Leased Property without the prior written approval of Landlord, which approval shall not be unreasonably withheld or denied. Except as provided in Exhibit C hereto, any improvements shall be at the sole cost and expense of Tenant. Any improvements shall be made promptly and in good and workmanlike manner and in compliance with all insurance requirements and with all applicable permits, authorizations, building regulations, zoning laws and all other governmental rules, regulations, ordinances, statutes and laws, now or hereafter in effect pertaining to the Leased Property or Tenant's use thereof. Any improvements made by Tenant shall at Landlord's option become the property of Landlord upon the expiration or sooner termination of this Lease<sup>92</sup>. However, Landlord shall have the right to require Tenant to remove such improvements, at Tenant's sole cost and expense, upon such termination of this Lease and to surrender the Leased Property in the same condition as it was prior to the making of any or all such improvements, ordinary wear and tear accepted.



**8.05** Tenant will not create or permit to be created or to remain, and will discharge within 15 days from the date of recordation, any mechanic's or materialmen's lien, encumbrance or charge upon fixtures, equipment, or personal property located within the Leased Property.

#### **8.06 SIGNS.**

A. Existing Signage. Landlord hereby expressly acknowledges and agrees that existing signage has been previously affixed to the Leased Property by Tenant and such existing signage shall require no additional action or approvals. If Tenant desires to affix any additional signage, the Tenant shall comply with the terms of Section 8.06(B). Notwithstanding anything to the contrary set forth herein, Tenant acknowledges and agrees that within Sixty (60) days from the date the Lease is executed the existing fascia and signage used by Tenant shall be replaced with new signage.<sup>93</sup>

B. Additional Signage. The Tenant may affix and maintain upon the glass panes and supports of the show windows and within twelve (12) inches of any window and upon the exterior walls of the building only such additional signs, advertising placards, names, insignia, trademarks and descriptive material as shall have first received the written approval of the Landlord as to size, type, color, location, copy, nature and display qualities. All expenses of which including but not limited to, lettering, plexiglass faces, or any other alterations shall be at the sole cost/expense of the Tenant. Anything to the contrary in this Lease notwithstanding, Tenant shall not affix any sign to the roof of the building without the prior written consent of Landlord, which consent shall not be unreasonably withheld or denied<sup>94</sup>. The Tenant may not display or sell merchandise or allow grocery carts or other similar devices within the control of Tenant to be stored or to remain outside the defined exterior walls and permanent doorways of the Leased Property. Tenant further agrees not to install any additional exterior lighting, amplifiers or similar devices or use in or about the Leased Property any advertising medium which may be heard or seen outside the premises, such as flashing lights, searchlights, loud speakers, phonographs or radio broadcasts. **Except as permitted in Section 8.06(A), no additional sign may be erected without the prior written consent of any governmental authority having jurisdiction thereof or without the consent of the Landlord.**

#### **SECTION 9. LANDLORD'S REPAIRS.**

Landlord agrees to keep in reasonably good order, condition and repair the foundations, exterior walls and roof of the Leased Property (but excluding exterior and interior of all windows, doors, plate glass, showcases and HVAC) and except for any damage thereto caused by any act or negligence of Tenant or its agents, employees servants, contractors, subtenants, licensees, customers or business invitees. It is an express condition precedent to all obligations of Landlord to repair or maintain and that Tenant shall have notified Landlord in writing of the need for such repairs or maintenance. Landlord shall complete such repairs or maintenance within fourteen (14) days of receipt of written notification by Tenant or such other time as may be reasonably necessary to complete the repairs or maintenance; provided, however, that Landlord must notify Tenant in writing of the

estimated time for completion, which shall not exceed 30 days from the date of receipt of written notification by Tenant. Any repairs made pursuant to this Section 9 shall comply with all applicable laws, rules, regulations, ordinances, codes and policies having authority over such matters.<sup>95</sup> have a minimum of 30 days to make such repairs. The cost of such work shall be included in<sup>96</sup> the Center's Operating Cost<sup>97</sup>, as such term is hereinafter defined in Section 10.<sup>98</sup>

## **SECTION 10. OPERATING COSTS, PARKING AND COMMON AREAS.**

**10.01** Tenant, its agents, employees, servants, contractors, subtenants, licensees, customers and business invitees shall have the nonexclusive right, in common with Landlord and all others to whom Landlord has or may hereafter grant rights, to use such common areas of the Center (including, but not limited to, the parking lot per Exhibit G, walkways, and sidewalks) as designated from time to time by Landlord; ~~provided, however, that Landlord shall provide Tenant with at least forty-eight (48) hours' advance written notice including the parties to whom such rights are granted, the length of time for which such rights are granted, and the applicable rules and regulations controlling such rights<sup>99</sup>, subject to such~~ reasonable rules and regulations as Landlord may from time to time impose<sup>100</sup>. Tenant agrees that it, its agents, employees, servants, contractors, subtenants and licensees shall abide by such rules and regulations. Landlord may, for a period not to exceed seven (7) days, close any common area to make repairs or changes, to prevent the acquisition of public rights in such areas, or to discourage non-customer parking. Landlord reserves the right to dedicate all or portions of such common areas and other portions of the Center for public utility purposes. Landlord shall maintain, or cause to be maintained, in good condition and repair the common areas and those utility lines serving the Leased Property and located in the common areas of the Center. Landlord may do such other acts in and to the common areas as in its judgment may be desirable.<sup>101</sup> Tenant shall not at any time interfere with the rights of Landlord, other tenants, its and their agents, employees, servants, contractors, subtenants, licensees, customers and business invitees to use any part of the parking lot or other common areas. All parking areas and common areas which Tenant may be permitted to use are to be used under a revocable license, and if any such license is revoked, or if the amount of such area is diminished, Landlord shall not be subject to any liability, nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such revocation or diminution of such areas be deemed constructive or actual eviction.<sup>102</sup>

### **10.02.1 CENTER'S OPERATING COSTS:**

Throughout the term hereof, Tenant will pay to Landlord monthly in advance in addition to the Base Rent specified in Section 3 hereof, as further additional rent, that portion of the Center's Operating Cost, as hereinafter defined, that the number of square feet of floor area of the Leased Property as described in Section 1 hereof and further shown in Exhibit A-1 and A-2 bears to the total number of square feet of all the floor area of the buildings in the Center, as determined by Landlord in accordance with BOMA standards.

**10.02.2** For the purpose of this Section 10, the term "Center's Operating Cost" is hereby defined to mean the total cost and expense incurred in advertising, operating, equipping,

lighting, painting, roofing, paving, repairing and maintaining the Center. Such operating and maintenance costs shall include all costs and expenses of operating and maintaining such areas and facilities in such manner as Landlord may from time to time<sup>103</sup> deem appropriate and for the best interests of the tenants of the Center, including, without limitation, all Impositions as that term is defined in Section 11.03 hereof, providing;<sup>104</sup> at Landlord's sole discretion<sup>105</sup> private police protection, security patrol, or night watchmen, including, but not limited to uniforms, fire protection and security alarm systems and equipment, heating and air conditioning (to the extent, if any, Landlord incurs any expense therefor), labor compensation insurance, payroll taxes, materials, supplies, and all other costs whatsoever of operating and repairing, lighting, cleaning, sweeping, painting, striping, removing of rubbish or debris, traffic control, policing and inspecting, supervision, depreciation on or rentals of machinery and equipment, all utility expenses for utilities used in the common areas, costs and expenses for the rental of music program services and loudspeaker systems (if Landlord elects to provide the same), including, but not limited to, furnishing electricity therefor, Landlord's insurance including fire and extended coverage, liability, property damage, vandalism, malicious mischief, earthquake insurance, insurance against liability for defamation and claims of false arrest, and such other insurance in such amounts and covering line hazards deemed appropriate by Landlord, including fidelity bonds, and all costs and reserves for repair of paving (including periodic resurfacing), curbs, walkways, remarking, directional or other signs, landscaping, drainage, lighting facilities, repair and maintenance of the common areas and parking areas, roof repair and maintenance or replacement, costs and expenses of planting, replanting and replacing flowers, shrubbery and other landscaping, and the cost to Landlord of servicing and maintaining any sprinkler system. Without limiting the generality of the foregoing, Landlord shall procure and maintain in full force and effect fire and extended coverage insurance as set forth in Section 12.04 for full replacement value of the Center and all buildings and improvements thereon (other than tenant property which is required to be insured by tenants) and the cost thereof shall be included within "Center's Operating Cost". There shall also be included the cost of personnel to implement any services, as described above, a management fee and an administrative fee not to exceed ~~two~~<sup>106</sup>~~ten~~<sup>107</sup> percent (~~2~~<sup>108</sup>~~10~~<sup>109</sup>%) of the total of Center's Gross Income, which fee shall be payable to Landlord or to any other entity which is managing or administering the Center.

**10.02.3** The additional rent provided to be paid in this Section 10 shall be estimated in advance by Landlord and such estimated amount shall be paid in advance by Tenant on the first day of each month without further demand or any deduction or offset whatsoever. The Center's Operating Costs as of the date of this Lease are estimated at **Twenty-Eight Cents (\$0.28)** per square foot per month, and such estimated costs are subject to increase based upon the actual operating costs of the Center. ~~Within thirty (30) days of the date of this Lease, Landlord shall provide to Tenant an itemized list of~~<sup>110</sup> ~~the Center's Operating Cost~~<sup>111</sup> ~~for the three (3) twelve (12) month periods immediately preceding the date hereof.~~<sup>112</sup> Such additional rent shall be held by Landlord for the payment of the Center's Operating Cost. Except for the first such period which may be of greater or lesser duration, Landlord shall ascertain the actual Center's Operating Cost for each period of twelve (12) consecutive calendar months ending on \_\_\_\_\_<sup>113</sup> ~~the last day~~<sup>114</sup> of each year. Tenant shall pay to Landlord on demand the amount, if any, without any deduction or offset, by which Tenant's proportionate share of the actual Center's Operating Cost exceeded the Tenant's proportionate share of the estimated Center's Operation Cost for



such twelve (12) month period. The balance, if any, of estimated Center's Operating Cost remaining after the payment of the actual Center's Operating Cost shall be held by Landlord and, at Tenant's sole option, either i) refunded to Tenant in part or in full, or ii) <sup>115</sup> applied to the next monthly payment of additional rent provided to be paid under this Section 10, and if necessary, each monthly payment thereafter until fully exhausted. Tenant shall not be entitled to receive interest on any additional rent paid hereunder by Tenant.

Landlord shall provide to Tenant within ~~sixty (60)~~<sup>116</sup> one hundred twenty (120)<sup>117</sup> days after the end of each calendar year an accountant's prepared statement of the Center's Operating Costs in substantially the same form as set forth in Exhibit        hereof<sup>118</sup>.

If any dispute arises as to the amount of any additional rent due hereunder, within ~~ninety (90)~~<sup>119</sup> sixty (60)<sup>120</sup> days of receipt by the Tenant of such notice of the additional rent due, Tenant shall ~~give written~~<sup>123</sup> have the right after reasonable<sup>124</sup> notice to Landlord of such dispute and within five (5) days of the date of such notice Tenant shall be permitted<sup>125</sup> and at reasonable times<sup>126</sup> to inspect Landlord's<sup>127</sup> accounting records at a ~~Landlord's accounting office or other~~<sup>128</sup> location designated by Landlord in the Las Vegas, Nevada metropolitan area. If<sup>129</sup> as may be deemed appropriate by the Landlord and,<sup>130</sup> if<sup>131</sup> after such inspection Tenant still disputes the amount of additional rent owed, a certification as to the proper amount shall be made by Landlord's certified public accountant, which ~~accountant must have its primary place of business in Clark County, Nevada~~<sup>132</sup> certification shall be final and conclusive<sup>133</sup>. Tenant agrees to pay the cost of such certification unless it is determined that Landlord's original statement overstated the Center's Operating Costs by more than one ~~five~~<sup>134</sup> five<sup>135</sup> percent (~~1~~<sup>136</sup> 5<sup>137</sup>%). In the event that such costs were overstated, Landlord will credit Tenant any money that may be due Tenant, to Tenant's next regular monthly CAM payment.

**10.02.4** Landlord shall ~~may~~<sup>138</sup> may, but shall have no obligation to, from time to time,<sup>139</sup> employ one or more persons or entities to patrol or provide security for the Center. Tenant and its employees shall cooperate with Landlord's security personnel, if any, including those providing Common Area security. Notwithstanding any such activity, Tenant shall have the sole responsibility of providing security for the Leased Property, the persons therein and all vehicles of Tenant and Tenant's employees and customers ~~that are parked in parking spots designated exclusively for the use of Tenant.~~<sup>140</sup> Under no circumstances shall Landlord be liable to Tenant or to any other person by reason of any theft, burglary, robbery, assault, trespass, unauthorized entry, vandalism, or any other act of any third person occurring in or about the Center or in the Leased Property.<sup>141</sup> Tenant shall indemnify, defend and hold Landlord harmless from and against any and all losses, liabilities, judgments, costs and expenses (including but not limited to reasonable attorney's fees and any other costs of investigation or defense) which Landlord may suffer by reason of any claim asserted by any person arising out of, or related to, any of the foregoing. To the extent that Landlord elects to provide any patrol or security services, the cost thereof shall be included as part of the Center's Operating Cost.

## SECTION 11. TAXES



**11.01** Tenant shall be liable for and shall pay before delinquency (and, upon demand by Landlord, Tenant shall ~~confirm~~<sup>142</sup> furnish Landlord with satisfactory evidence of<sup>143</sup> the payment thereof) all taxes, fees, and assessments of whatsoever kind of nature, and penalties and interest thereon, if any, levied against the Tenant's property or any other personal property of whatsoever kind and to whomsoever belonging situated or installed in or upon the Leased Property whether or not affixed to the realty. If at any time during the term of this Lease any such taxes are assessed as part of the tax on the land of which the Leased Property is a part, then in such event Tenant shall pay to Landlord the amount of such additional taxes as may be levied against the land by reason thereof.

**11.02** Throughout the term hereof, Tenant will pay to Landlord monthly in advance in addition to all other rental specified herein, as part of Centers Operating Costs per Section 10 thereof, that portion of Impositions, as hereinafter defined, that the number of square feet of floor area in the Leased Property bears to the total number of square feet of all floor area of the buildings including all common area in the Center.

**11.03** For the purposes of this Lease "Impositions" means:

- (a) Any real estate taxes, fees, assessments or other charges assessed against the Center and improvements thereon.
- (b) All personal property taxes on personal property used in connection with the Center and related structures other than taxes payable by Tenant under Section 11 hereof and taxes of the same kind as those described in said Section 11 payable by other tenants in the Center pursuant to corresponding provisions of their leases.
- (c) Any and all taxes, assessments, license fees, and public charges levied, assessed, or imposed and which become payable during the term hereof upon all leasehold improvements, over and above the building shell, whether installed by Landlord<sup>144</sup> or Tenant.
- (d) Any and all<sup>145</sup> environmental levies or charges now in force affecting the Center or any portion thereof, or which may hereafter become effective, ~~excepting therefrom any environmental matters which are the responsibility of Landlord and~~<sup>146</sup> including, but not limited to, parking taxes, levies, or charges, employer parking regulations and any other parking or vehicular regulations, levies, or charges imposed by any municipal state or federal agency or authority.
- (e) Any other taxes levied or assessed in addition to or in lieu of such real or personal property taxes.

**11.04** ~~Intentionally Omitted.~~<sup>147</sup> If at any time during the term of this Lease, under the laws of the United States, Nevada or any political subdivision thereof, a tax or excise on rents or other tax (except income tax), however described, is levied or assessed by the United States, Nevada or said political subdivision against Landlord on account of any rent reserved under this Lease, all such tax or excise on rents or other taxes shall be paid by Tenant. Whenever Landlord shall receive any statement or bill for any such tax or shall otherwise be required to make any payment on account thereof, Tenant shall pay the amount due hereunder within ten (10) days after demand therefore accompanied by delivery to Tenant of a copy of such tax statement, if any.<sup>148</sup>

## **SECTION 12. INSURANCE.**

*Trop. Rev. 9/16*

14

Initials  
Landlord \_\_\_\_\_  
Tenant \_\_\_\_\_

TROP 398

**12.01** Tenant shall, at all times during the term hereof, at its sole cost and expense, procure and maintain in full force and effect a policy or policies of comprehensive public liability insurance issued by an insurance carrier approved by Landlord assuring against loss, damage or liability for injury or death to persons and loss or damage to property occurring from any cause whatsoever in connection with the Leased Property or Tenant's use thereof. Such liability insurance shall be in amounts of not less than One Million Dollars (\$1,000,000.00) for bodily injuries to or death of any one person whomsoever, Two Million Dollars (\$2,000,000.00) for damages to property, including property of Tenant. Tenant and Landlord shall be named as additional insured (and at Landlord's option, any other persons, firms or corporations designated by Landlord shall be additionally named insured) under each such policy of insurance.

**12.02** Tenant shall, at all times during the term hereof, at Tenant's sole cost and expense, procure and maintain in full force and effect special form policy insurance or an all risk policy of property insurance covering and protecting Landlord's and<sup>149</sup> Tenant's personal property, protecting against all risks of physical loss or damage to said property, in, on and servicing the Leased Property, including without limitation, all improvements, Tenant's merchandise, stock in trade, fixtures, equipment, betterments, plumbing, air conditioning and heating units, and all other facilities and equipment, and the personal property of others in Tenant's possession, in, upon, and servicing the Leased Property, and further including such other risks as may from time to time be required to be insured by Landlord<sup>150</sup>. Such insurance shall be in an amount equal to the current replacement value of the aforesaid property required to be insured. Tenant and Landlord, as their interests may appear, shall be the named insured (and at Landlord's option, any other persons, firms or corporations designated by Landlord shall be additionally named insured) under each policy of insurance.

### **12.03 CERTIFICATES OF INSURANCE REQUIRED.**

A certificate issued by the Tenants insurance carrier naming the Landlord as a named or additional insured including Landlord's lender, if requested by Landlord, for each policy of insurance required to be maintained by Tenant on or before the commencement date hereof and thereafter, as to policy renewals, within thirty (30) days prior to the expiration of the terms of each such policy. Each of said certificates of insurance and each such policy of insurance required to be maintained by Tenant hereunder shall be from an insurer and in form and substance satisfactory to Landlord and shall expressly evidence insurance coverage as required by this Lease and shall contain an endorsement or provision requiring not less than thirty (30) days written notice to Landlord and all other named insured's<sup>151</sup> prior to the cancellation, diminution in the perils insured against, or reduction of the amount of coverage of the particular policy in question.

**12.04** Landlord shall obtain and carry insurance for fire, extended coverage, vandalism, malicious mischief and other endorsements deemed advisable by Landlord from time to time, insuring all improvements in the "Center", including the Leased Property and all leasehold improvements thereon, therein, and all appurtenances thereto, for the full insurable value thereof, with such deductibles as Landlord deems advisable. Tenant shall

pay to Landlord that proportion of the total cost of such insurance as may be procured by Landlord, in accordance with the terms and provisions of Section 10 hereof; ~~provided, however, that if such insurance cost increases as a result of the use or occupancy of Landlord or any tenant or third party in the Center other than Tenant, then Tenant shall not be required to pay any increase in its portion of the insurance costs~~<sup>152</sup>.

**12.05** Tenant shall not use or occupy, or permit the Leased Property to be used or occupied, in a manner which will increase the rates of fire or any other insurance for the Leased Property or the Center. Tenant shall also not use or occupy, or permit the Leased Property to be used or occupied, in a manner which will make void or voidable any insurance then in force with respect thereto or the Center. If by reason of the failure of Tenant to comply with the provisions of this Section, the fire or any other insurance rates for the Leased Property or the Center be higher than they otherwise would be, Tenant shall reimburse Landlord, as additional rent, on the first day of the calendar month succeeding notice by Landlord to Tenant of said increase, for that part of all insurance premiums thereafter paid by Landlord which shall have been charged because of such failure of Tenant. ~~Landlord shall not use or occupy the Center, or permit the Center to be used or occupied, in a manner which will increase the rates of fire or any other insurance for the Leased Property or the Center. Landlord shall also not use or occupy, or permit the Center to be used or occupied, in a manner which will make void or voidable any insurance then in force with respect thereto or the Center. If by reason of the failure of Landlord to comply with the provisions of this Section, the fire or any other insurance rates for the Leased Property or the Center be higher than they otherwise would be, Tenant shall not be responsible for any increase in the insurance costs because of such failure of Landlord.~~<sup>153</sup>

**12.06** ~~Intentionally Omitted.~~<sup>154</sup> Tenant hereby waives any and all rights of recovery from Landlord, its officers, agents and employees for any loss or damage, including consequential loss or damage, caused by any period or perils (including negligent acts) enumerated in each form of insurance policy required to be maintained by Tenant hereunder.<sup>155</sup>

**12.07** Each policy of insurance provided for in this Section 12 shall contain an express waiver of any and all rights of subrogation ~~except for personal property of Tenant~~<sup>156</sup> thereunder whatsoever<sup>157</sup> against Landlord, its officers, agent and employees. All such policies shall be written as primary policies and not contributing with or in excess of the coverage, if any, which Landlord may carry. Any other provision contained in this Section 12 or elsewhere in this Lease notwithstanding, the amounts of all insurance required hereunder to be paid by Tenant shall be not less than an amount sufficient to prevent Landlord from becoming a co-insurer.

### **SECTION 13. UTILITIES.**

**13.01** Tenant shall pay all charges for water, gas, heat, electricity, power, garbage service, air conditioning, telephone service, sewer service charges and sewer rentals charged or attributable to the Leased Property, and all other services or utilities used in, upon or about the Leased Property by Tenant or any of its subtenants, licensees or concessionaires during the term hereof. Landlord shall estimate in advance and<sup>158</sup> Tenant shall pay such actual



amounts as additional rent. Tenant shall further be liable for and shall pay to Landlord upon demand any fees, charges, surcharges, taxes or assessments of any kind or nature levied or imposed by any governmental or quasi-governmental body or any public utility which are based upon or imposed as the result of the improvements in the Leased Property. However, such fee, charge, tax or assessment may be denominated (including without limitation any water or sewer connection fee) and whether such fee is imposed on Landlord or Tenant.

**13.02** ~~3430 E. Tropicana Ave., Suite \_\_\_\_\_ has an existing electrical meter under the name of the~~<sup>159</sup> ~~Tropicana Investments, LLC~~<sup>160</sup> (Landlord). ~~The Tenant shall have five (5) business days from the date of receiving the mutually approved lease document between Landlord & Tenant to transfer electrical service from Landlord to Tenant. Should Tenant exceed the fifth business day to transfer said electrical service to the premises, Landlord shall bill Tenant for all electrical used by Tenant for said period. Additionally, Tenant will be subject to a One Hundred Dollar (\$100.00) administrative fee. In the event Tenant has not transferred said electrical service to the premises by not later than the 30<sup>th</sup> day after said lease commencement date and without further notice from Landlord, Landlord may terminate electrical service to said premises. Intentionally Omitted.~~<sup>161</sup> INTENTIONALLY OMITTED.<sup>162</sup>

Initials<sup>163</sup>  
Tenant \_\_\_\_\_<sup>164</sup>

#### SECTION 14. LIENS.

**14.01** Tenant shall at all times indemnify, save and hold Landlord, the Leased Property and the leasehold created by this Lease free, clear and harmless from any claims, liens, demands, charges, encumbrances, litigation and judgments arising directly or indirectly out of any use, occupancy or activity of Tenant, or out of any work performed, material furnished, or obligations incurred by Tenant in, upon or otherwise in connection with the Leased Property. Tenant shall give Landlord written notice at least ten (10) business days prior to the commencement of any such work on the Leased Property to afford Landlord the opportunity of filing appropriate notices of nonresponsibility. Tenant shall, at its sole cost and expense, within thirty (30) days after filing of any lien of record, obtain the discharge and release thereof. Nothing contained herein shall prevent Landlord, at the cost and for the account of Tenant, from obtaining said discharge and release in the event Tenant fails or refuses to do the same within said thirty (30) day period.

**14.02** ~~Intentionally Omitted.~~<sup>165</sup> Tenant hereby grants to Landlord a lien and security interest on all property of Tenants now or hereafter placed in or upon the Leased Premises, and such property shall be and remain subject to such lien and security interest of Landlord for payment of all rent and other sums agreed to be paid by Tenants herein. The provisions of this paragraph relating to such lien and security interest shall constitute a security agreement under and subject to the Nevada Uniform Commercial Code so that Landlord shall have and may enforce a security interest on all property of Tenants now or hereafter placed in or on the Premises, in addition to and cumulative of the Landlord's liens and rights provided by law or by the other terms and provisions of this Lease. Tenants agree to execute as debtor such financing statement or statements as Landlord now or hereafter may request. Landlord may at its election at any time file a copy of this Lease as a financing



statement. Notwithstanding the above, Landlord shall neither sell nor withhold from Tenant, Tenant's business records.<sup>166</sup>

## **SECTION 15. INDEMNIFICATION.**

**15.01** Tenant hereby covenants and agrees to indemnify, save and hold Landlord, the Leased Property and the leasehold estate created by this Lease free, clear and harmless from any and all liability, loss, costs, expenses, including attorneys' fees, judgments, claims, liens and demands of any kind whatsoever in connection with, arising out of, or by reason of any act, omission<sup>167</sup> or negligence of Tenant, its agents, employees, servants, contractors, subtenants, licensees, customers or business invitees while in, upon, or in any way connected with the Leased Property or the Center or arising from any accident, injury or damage, howsoever and by whomsoever caused, to any person or property whatsoever, occurring in, upon, about or in any way connected with the Leased Property.

**15.02** ~~Intentionally Omitted.~~<sup>168</sup> Landlord shall not be liable to Tenant or to any other person whatsoever for any damage occasioned by falling plaster, electricity, plumbing, gas, water, steam, sprinkler or other pipe and sewage system or by the bursting, running or leaking of any tank, washstand, closet or waste of other pipes, nor for any damages occasioned by water being upon or coming through the roof, skylight, vent, trapdoor or otherwise or for any damage arising from any acts or neglect of co-tenants or other occupants of the Center or of adjacent property or of the public, nor shall Landlord be liable in damages or otherwise for any failure to furnish, or interruption of, service of any utility.<sup>169</sup> Tenant acknowledges that<sup>170</sup> the Center and the Leased Premises are designed with heating, ventilation and air conditioning equipment sufficient to heat or cool the Leased Premises for normal retail use, and that such equipment is not intended for heating or cooling premises in which heat generating machinery (including without limitation computers, freezers, refrigeration units, printing presses, ovens, stoves, excessive lighting) is used by Tenant. Landlord shall not be liable to service any needs of Tenant for such excess HVAC capacity or for any damage to any of Tenant's equipment occasioned thereby.<sup>171</sup>

## **SECTION 16. SUBORDINATION.**

**16.01** Tenant agrees upon request of Landlord to subordinate this Lease and its rights hereunder to the lien of any mortgage, deed of trust or other encumbrance, together with any renewals, extensions or replacements thereof now or hereafter placed, charged or enforced against the Leased Property, or any portion thereof, or any property of which the Leased Property is a part, and to execute and deliver at any time, and from time to time, upon demand by Landlord, such documents as may be required to effectuate such subordination, and in the event that Tenant shall fail, neglect or refuse to execute and deliver any such documents to be executed by it, Tenant hereby appoints Landlord, its successors and assigns, the attorney-in-fact of Tenant irrevocably to execute and deliver any and all such documents for and on behalf of Tenant; provided, however, the Tenant shall not be required to effectuate such subordination, nor shall Landlord be authorized to effectuate such subordination on behalf of Tenant, unless the mortgagee or beneficiary named in such mortgage, deed of trust, or other encumbrance shall first agree in writing, for the benefit of Tenant, that so long as Tenant is not in default under any of the

provisions, covenants or conditions of this Lease on the part of Tenant to be kept and performed, that neither this Lease nor any of the rights to Tenant hereunder shall be terminated or modified or be subject to termination or modification.

**16.02** In the event that the mortgagee or beneficiary of any such mortgage or deed of trust elects to have this Lease a prior lien to its mortgage or deed of trust, then and in such event, upon such mortgagee's or beneficiary's giving written notice to Tenant to that effect, this Lease shall be deemed prior in lien to such mortgage or deed of trust, whether this Lease is dated prior to or subsequent to the date of recordation of such mortgage or deed of trust.

**16.03** Tenant shall, in the event any proceedings are brought for the foreclosure of the Leased Property, or in the event of exercise of the power of sale under any deed of trust made by Landlord covering the Leased Property, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.

#### **SECTION 17. ASSIGNMENT AND SUBLETTING.**

**17.01** Tenant shall not transfer, assign, mortgage, pledge, hypothecate or encumber this Lease nor the leasehold estate hereby created or any interest herein or sublet the Leased Property or any portion thereof, or license the use of all or any portion of the Leased Property without prior written consent of the Landlord, which consent shall not be unreasonably withheld; provided, however, that Landlord has previously granted Tenant consent to sublet the kitchen area of the Leased Property and Landlord hereby expressly acknowledges and agrees that Tenant shall have the right to sublet such kitchen area as long as kitchen is in compliance with all local government ordinances including the grease trap<sup>172</sup>. Without limiting Landlord's right to withhold consent on any reasonable grounds, Landlord's refusal to consent to any such use shall be deemed to have been reasonably withheld if such proposed use (i) would conflict or compete with any existing use of any portion of the Center or any use proposed to be made of any portion of the Center by a prospective tenant with whom Landlord is negotiating, (ii) would involve any sexually oriented or morally offensive use or business, (iii) would involve emission or creation of any noxious odors, fumes, or substances, (iv) would involve unreasonable noise or public disturbance, either by such proposed assignee or subtenant or its customers, (v) would involve the division of the Leased Property into more than one business, (vi) would be prohibited by, or cause Landlord to be in default (whether immediately or by the giving of notice or the passage of time or both) of any other lease, contract or agreement, (vii) would in Landlord's judgment, materially increase or alter the demand for parking within the Center, (viii) would be made by a person or entity whose financial strength is not acceptable to Landlord, or (ix) would be made by a person or entity which, in Landlord's reasonable judgment, lacks sufficient experience or expertise to successfully, properly, and continuously conduct such proposed use or activity. The consent by Landlord to any matter or event requiring Landlord's consent shall not constitute a waiver of the necessity for such consent to any subsequent matter or event. Tenant shall pay in advance and upon request by Landlord all costs, expenses and reasonable attorney's fees that may be incurred or paid by Landlord in processing, documenting or administering any request of Tenant for Landlord's consent required or sought pursuant to this Section. If this Lease be assigned, or if the Leased Property or any part thereof be sublet or occupied by anybody other than

Tenant, Landlord may collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this Section, or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. If Tenant is a corporation, limited liability company, or a partnership, the issuance of any additional stock and/or the transfer, assignment of hypothecation of any stock or interest in such corporation, limited liability company, or partnership in the aggregate in excess of twenty five percent (25%) of such interests, as the same may be constituted as of the date of this Lease, shall be deemed an assignment within the meaning of this Section 17.

**17.02** In the absence of an express agreement in writing to the contrary, executed by Landlord, no assignment, mortgage, pledge, hypothecation, encumbrance, subletting or license hereof or hereunder shall act as a release of Tenant from any of the terms, covenants and conditions of this Lease on the part of Tenant to be kept and performed.

**17.03** The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation hereof, or the termination of this Lease by Landlord pursuant to any provision contained herein, shall not work as a merger, but at the option of Landlord, shall either terminate any or all existing subleases or subtenancies, or operate as an assignment to the Landlord of any and all such subleases or subtenancies.

## **SECTION 18. INSOLVENCY AND DEATH.**

It is understood and agreed that neither this Lease nor any interest herein or hereunder, nor any estate hereby created in favor of Tenant, shall pass by operation of law under any state or federal insolvency, bankruptcy or inheritance act, or any similar law now or hereafter in effect, to any trustee, receiver, assignee for the benefit of creditors, heir, legatee, devisee, or any other person whomsoever without the express written consent of Landlord first had and obtained therefor.

## **SECTION 19. CONDEMNATION.**

**19.01** Should the whole or any part of the Leased Property be condemned or taken by a competent authority for any public or quasi-public purpose, all awards payable on account of such condemnation and taking shall be payable to Landlord, and Tenant hereby waives any and all interest therein. ~~Tenant shall, however, be entitled to claim, prove and receive in such condemnation or taking proceedings such award as may be allowed for trade fixtures and other equipment installed by it.~~<sup>173</sup>

**19.02** If the whole of the Leased Property shall be so condemned and taken, then this Lease shall terminate upon such taking. If any portion<sup>174</sup> greater than one-third (1/3) of the floor space<sup>175</sup> of the Leased Premises<sup>176</sup> Property<sup>177</sup> is so<sup>178</sup> condemned or taken or if by reason for any condemnation or taking the remainder of the Leased Property is not one undivided parcel, and if the remaining portion thereof will not be reasonably adequate for the operation of Tenant's business after Landlord completes such repairs or alterations as Landlord elects to make<sup>179</sup>, either Landlord or Tenant shall have the option to terminate



this Lease by notifying the other party hereto of such election in writing within thirty<sup>180</sup> ~~twenty~~<sup>181</sup> (30<sup>182</sup> ~~20~~<sup>183</sup>) days after such taking. ~~If neither Landlord nor Tenant so elects to terminate this Lease, Landlord shall, at its own expense, repair and restore the portion of the Leased Premises not affected by the condemnation or taking, and thereafter the minimum rent to be paid by Tenant shall be equitably and proportionately adjusted<sup>184</sup> If by such condemnation and taking one-third (1/3) or less of the Leased Property is taken and the remaining part hereof is suitable for the purposes for which Tenant has leased said premises, this Lease shall continue in full force and effect, but the minimum rent shall be reduced in an amount equal to that proportion of the minimum rent which the floor space of the portion taken bears to the total floor space of the Leased Property. In the event a partial taking does not terminate this Lease, Tenant, at Tenant's expense, shall make repairs and restorations to the remaining premises of the nature of Tenant's Work required by Exhibit C and shall also repair or replace its stock in trade, fixtures, furniture, furnishings, floor coverings and equipment and if Tenant has closed shall promptly reopen for business<sup>185</sup>. If any part of the Center other than the Leased Property shall be so taken or appropriated, Landlord shall have the right, at its option, to terminate this Lease by notifying Tenant within six (6) months of such taking, and this Lease shall terminate and become null and void ninety (90) days after said notice<sup>186</sup>.~~

**19.03** For the purposes hereof, a deed in lieu of condemnation shall be deemed a taking.

## **SECTION 20. DESTRUCTION OF PREMISES.**

**20.01** In the case of the total destruction of the Leased Property, or any portion thereof substantially interfering with Tenant's use of the Leased Property, whether by fire or other casualty, not caused by the fault or negligence of Tenant, its agents, employees, servants, contractors, subtenants, licensees, customers or business invitees, this Lease shall terminate except as herein provided. If Landlord notifies Tenant in writing within fifteen<sup>187</sup> ~~forty-five~~<sup>188</sup> (15<sup>189</sup> ~~45~~<sup>190</sup>) days of such destruction of Landlord's election to repair said damage, and if Landlord proceeds to and does repair such damage with reasonable dispatch, this Lease shall not terminate, but shall continue in full force and effect, except that Tenant shall be entitled to a reduction in the minimum rent in an amount equal to that proportion of the minimum rent which the number of square feet of floor space in the unusable portion bears to the total number of square feet of floor space in the Leased Property. Said reduction shall be prorated so that the minimum rent shall only be reduced for those days any given area is actually unusable. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by labor disputes, civil commotion, war, warlike operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental, regulations or control, fire or other casualty, inability to obtain any materials or services, acts of God and other causes beyond Landlord's control. If this Lease is terminated pursuant to this Section 20 and if Tenant is not in default hereunder, Base Rent shall be prorated as of the date of termination, any security deposited with Landlord shall be returned to Tenant, and all rights and obligations hereunder shall cease and terminate.

**20.02** Notwithstanding the foregoing provisions, in the event the Leased Property, or any portion thereof, shall be damaged by fire or other casualty due to the fault or negligence of



Tenant, its agents, employees, servants, contractors, subtenants, licensees, customers or business invitees, then, without prejudice to any other rights and remedies of Landlord, this Lease shall not terminate, the damage shall be repaired by Tenant, and there shall be no apportionment or abatement of any rent.

**20.03** In the event of any damage not limited to, or not including, the Leased Property, such that the building of which the Leased Property is a part is damaged to the extent of twenty-five percent (25 %) or more of the cost of replacement, or the buildings (taken in the aggregate) of the Center owned by Landlord shall be damaged to the extent of more than twenty-five percent (25 %) of the aggregate cost of replacement, Landlord may elect to terminate this Lease upon giving notice of such election in writing to Tenant within ninety (90) days after the occurrence of the event causing the damage.

**20.04** The provisions of this Section 20 with respect to repair by Landlord shall be limited to such repair as is necessary to place the Leased Property in the condition specified for the Landlord Improvement Work by Exhibit C and when placed in such condition the Leased Property shall be deemed restored and rendered tenantable, promptly following which time Tenant, at Tenant's expense, shall perform Tenant's Work required by Exhibit C and Tenant shall also repair or replace its stock in trade, fixtures, furniture, furnishings, floor coverings and equipment, and if Tenant has closed, Tenant shall promptly reopen for business.

**20.05** ~~Intentionally Omitted.~~<sup>191</sup> All Insurance proceeds payable under any fire and extended coverage risk insurance shall be payable solely to Landlord and Tenant shall have no interest therein. Tenant shall in no case be entitled to compensation for damages on account of any annoyance or inconvenience in making repairs under any provisions of this Lease. Except to the extent provided for in this Section 20, neither the rent payable by Tenant nor any of Tenant's other obligations under any provision of this Lease shall be affected by any damage to or destruction of the Leased Property or any portion thereof by any cause whatsoever.<sup>192</sup>

## **SECTION 21. RIGHT OF ACCESS.**

**21.01** Landlord and its authorized agents and representatives shall be entitled to enter the Leased Property at any reasonable time for the purpose of observing, posting or keeping posted thereon notices provided for hereunder, and such other notices as Landlord may deem necessary or appropriate for protection of Landlord, its interest or the Leased Property; for the purpose of inspecting the Leased Property or any portion thereof; and for the purpose of making repairs to the Leased Property or any other portion of the Center and performing any work therein or thereon which Landlord may elect or be required to make hereunder, or which may be necessary to comply with any laws, ordinances, rules, regulations or requirements of any public authority or any applicable standards that may, from time to time, be established by the National Board of Fire Underwriters or any similar body, or which Landlord may deem necessary or appropriate to prevent waste, loss, damage or deterioration to or in connection with the Leased Property or any other portion of the Center or for any other lawful purpose. Landlord shall have the right to use any means which Landlord may deem proper to open all doors in the Leased Property in an

emergency. Entry into the Leased Property obtained by Landlord by any such means shall not be deemed to be forcible or unlawful entry into, or a detainer of the Leased Property, or an eviction of Tenant from the Leased Property or any portion thereof. Nothing contained herein shall impose or be deemed to impose any duty on the part of Landlord to do any work or repair, maintenance, reconstruction or restoration, which under any provision of this Lease is required to be done by Tenant; and the performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to do the same.

**21.02** ~~Intentionally Omitted.~~<sup>193</sup> Landlord may, during the progress of any work on the Leased Property, keep and store upon the Leased Property all necessary materials, tools and equipment. Landlord shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business or quiet enjoyment, or other damage or loss to Tenant by reason of making any such repairs or<sup>194</sup> performing any such work<sup>195</sup> upon the Leased Property, or on account of bringing materials, supplies and equipment into, upon or through the Leased Property during the course thereof, and the obligations of Tenant under this Lease shall not thereby be affected in any manner whatsoever. Landlord shall, however, in connection with the performance of such work, cause as little inconvenience, disturbance or other damage or loss to Tenant as may be reasonably possible under the circumstances.<sup>196</sup>

**21.03** Landlord, and/or its authorized agents and representatives, shall be entitled to enter the Leased Property at all reasonable times for the purpose of exhibiting the same to prospective purchasers and, during the final year of the term of this Leases, Landlord shall be entitled to exhibit the Leased Property for lease and post signs therein announcing the same.

## **SECTION 22. EXPENDITURES BY LANDLORD.**

Whenever under any provision of this Lease, Tenant shall be obligated to make any payment or expenditure, or to do any act or thing, or to incur any liability whatsoever, and Tenant fails, refuses or neglects to perform as herein required, Landlord shall be entitled, but shall not be obligated, to make any such payment or to do any such act or thing, or to incur any such liability, all on behalf of and at the cost and the account of Tenant. In such event, the amount thereof with interest thereon at which of (i) eighteen percent (18 %) per annum or (ii) the maximum rate permitted by law shall constitute and be collectable as additional rent on demand.<sup>197</sup>

## **SECTION 23. OFFSET STATEMENT.**

Tenant agrees that within forty-five<sup>198</sup> fifteen<sup>199</sup> (45<sup>200</sup> 15<sup>201</sup>) days of any demand therefor by Landlord, Tenant will execute and deliver to Landlord a recordable certificate stating that this Lease is in full force and effect, such defenses or offsets as are claimed by Tenant, if any, the date to which all rentals have been paid, and such other information concerning the Lease, the Leased Property and Tenant as Landlord or said designee may reasonably require.

## **SECTION 24. DEFAULT.**

*Trop. Rev. 9/16*

23

Initials  
Landlord \_\_\_\_\_  
Tenant \_\_\_\_\_

TROP 407

RA 307

**24.01** Tenant's compliance with each and every covenant and obligation hereof on its part to be performed hereunder is a condition precedent to each and every covenant and obligation of Landlord hereunder. Landlord shall have all the rights and remedies provided in this Section or elsewhere herein, in the event that:

(a) Tenant shall default in the payment of any sum of money required to be paid hereunder and such default continues for fifteen<sup>202</sup> ~~five~~<sup>203</sup> (~~15~~<sup>204</sup> ~~5~~<sup>205</sup>) days after the due date therefor; or

(b) Tenant shall default in the performance of any other term, covenant or condition of this Lease on the part of Tenant to be kept and performed and such default continues for thirty<sup>206</sup> ~~ten~~<sup>207</sup> (30<sup>208</sup> ~~10~~<sup>209</sup>) days after written notice thereof from Landlord to Tenant; provided, however, that if the default complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said thirty<sup>210</sup> ~~ten~~<sup>211</sup> (30<sup>212</sup> ~~10~~<sup>213</sup>) day period, then such default shall be deemed to be rectified or cured if Tenant shall, within said thirty<sup>214</sup> ~~ten~~<sup>215</sup> (30<sup>216</sup> ~~10~~<sup>217</sup>) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence, and in any event, within sixty<sup>218</sup> ~~forty~~<sup>219</sup> (60<sup>220</sup> ~~40~~<sup>221</sup>) days from the date of giving of such notice; or

(c) Tenant should vacate or abandon the Leased Property during the term of this Lease; or

(d) There is filed any petition in bankruptcy or Tenant is adjudicated as a bankrupt or insolvent, or there is appointed a receiver or trustee to take possession of Tenant or of all or substantially all of the assets of Tenant, or there is a general assignment by Tenant for the benefit of creditors, or any action is taken by or against Tenant under any state or federal insolvency or bankruptcy act, or any similar law now or hereafter in effect, including, without limitation, the filing of execution or attachment against Tenant, and such levy continues in effect for a period of twenty (20) days. The provisions of this subsection (d) shall also apply to any guarantor of this Lease or occupant of the Leased Property.

**24.02** In the event of a default as designated in this Section or elsewhere herein, in addition to any other rights or remedies provided for herein or at law or in equity, Landlord, at its sole option, shall have the following rights:

(a) The right to declare the term of this Lease ended, to re-enter the Leased Property and take possession thereof, and to terminate all of the rights of Tenant in and to the Leased Property.<sup>222</sup> ~~or~~<sup>223</sup>

(b) The right without declaring the term of this Lease ended, to re-enter the Leased Property and to occupy the same, or any portion thereof, for and on account of Tenant as hereinafter provided, applying any moneys received first to the payment of such expenses as Landlord may have paid, assumed or incurred in recovering possession of the Leased Property, including costs, expenses, attorneys' fees, and expenditures placing the same in good order and condition, or preparing or altering the same for re-letting, and all other expenses, commissions and charges paid, assumed or incurred by Landlord in or in connection with re-letting the Leased Property and then to the fulfillment of the covenants of Tenant. Any such re-letting as provided for herein may be for the remainder of the term of this Lease or for a longer or shorter period. Such re-letting shall be for such rent and on such other terms and conditions as Landlord, in its sole discretion, deems



appropriate. Landlord may execute any lease made pursuant to the terms hereof either in Landlord's own name or in the name of Tenant, or assume Tenant's interest in and to any existing subleases to any tenant of the Leased Property, as Landlord may see fit, and Tenant shall have no right or authority whatsoever to collect any rent from such tenants, subtenants, licensees or concessionaires on the Leased Property. In any case, and whether or not the Leased Property or any part thereof be re-let, Tenant, until the end of what would have been the term of this Lease in the absence of such default and whether or not the Leased Property or any part thereof shall have been re-let, shall be liable to Landlord and shall pay to Landlord monthly an amount equal to the amount due as rent hereunder, less the net proceeds for said month, if any, of any re-letting effected for the account of Tenant pursuant to the provisions of this paragraph, after deduction all of Landlord's expenses in connection with such re-letting<sup>224</sup>, including, without limitation,<sup>225</sup> all repossession costs, brokerage commissions, legal expenses, attorneys' fees, expenses of employees, alteration costs, and expenses of preparation for such re-letting (all said costs are cumulative and shall be applied against proceeds of re-letting until paid in full). Landlord reserves the right to bring such actions for the recovery of any deficits remaining unpaid by Tenant to Landlord hereunder as Landlord may deem advisable from time to time without being obligated to await the end of the term hereof for a final determination of Tenant's account and the commencement or maintenance of one or more actions by Landlord in this connection shall not bar Landlord from bringing any subsequent actions for further accruals pursuant to the provisions of this Section 25; or<sup>226</sup> (c) The right, even though it may have re-let all or any portion of the Leased Property in accordance with the provisions of subparagraph (b) of this Section, to thereafter at any time elect to terminate this Lease for such previous default on the part of Tenant, and to terminate all of the rights of Tenant in and to the Leased Property.<sup>227</sup>

**24.03 Intentionally Omitted.**<sup>228</sup> For the purposes of determining the percentage rental which would be payable to Landlord by Tenant hereunder subsequent to Tenant's default, the percentage rental for each month of the unexpired term hereof shall be deemed to be an amount equal to the average, computed on and adjusted to a monthly basis, of the percentage rental paid or payable by Tenant to Landlord hereunder annually during the three (3) years immediately preceding the date of default.<sup>229</sup>

**24.04 Intentionally Omitted.**<sup>230</sup> If there shall not have been three (3) years immediately preceding the date of default, the amount of percentage rental which would have been paid or payable to Landlord each month throughout the term of this Lease if Tenant had not defaulted shall be whichever of the following sums is the greater:<sup>231</sup>

- (a) A sum equal to twenty percent (20%) of the minimum monthly rental; or<sup>232</sup>
- (b) Amount equal to the average, computed on and adjusted to a monthly basis, of the total percentage rental paid by Tenant for the period from the commencement date to the time of default.<sup>233</sup>

**24.05** In any action brought by Landlord to enforce any of its rights under or arising from this Lease, the prevailing party shall be entitled to receive its costs and legal expenses, including reasonable attorneys' fees.<sup>234</sup> whether such action is prosecuted to judgment or not. The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any



matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use of occupancy of the Leased Property, and/or any claim of injury or damage. In the event Landlord commences any proceedings for non-payment of any rent, Tenant will not interpose any counterclaim of whatever nature or description in any such proceedings. This shall not, however, be construed as a waiver of the Tenant's right to assert such claims in any separate action or actions brought by Tenant.<sup>235</sup>

**24.06** The waiver by Landlord of any default or breach of any of the terms, covenants or conditions hereof on the part of Tenant to be kept and performed shall not be a waiver of any preceding or subsequent breach of the same or any other term, covenant or condition contained herein. The subsequent acceptance of rent or any other payment hereunder by Tenant to Landlord shall not be construed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease other than the failure of Tenant to pay the particular rental or other payment or portion thereof so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rental or other payment. No payment by Tenant or receipt by Landlord of a lesser amount than the rent herein provided shall be deemed to be other than on account of the earliest rent due and payable hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept any such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease. This Section **24.06** may not be waived.

## **SECTION 25. QUIET POSSESSION.**

Tenant, upon paying the rentals and other payments herein required from Tenant, and upon Tenant's performance of all of the terms, covenants and conditions of this Lease on its part to be kept and performed, may quietly have, hold and enjoy the Leased Property during the term of this Lease without any disturbance from Landlord or from any other person claiming through Landlord. Landlord may not take any actions or omissions that would discriminate or harass the tenant.

## **SECTION 26. SALE BY LANDLORD.**

In the event of any sale or exchange of the Leased Property by Landlord, Landlord shall be and is hereby relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease, arising out of any act, occurrence or omission relating to the Leased Property occurring after the consummation of such sale or exchange. Tenant agrees to attorn to such purchaser or grantee. Landlord must provide written notice thirty (30) days before closing date.

## **SECTION 27. DEFAULT BY LANDLORD.**

It is agreed that in the event Landlord fails or refuses to perform any of the provisions, covenants or conditions of this Lease on Landlord's part to be kept or performed, that Tenant, prior to exercising any right or remedy Tenant may have against Landlord on

account of such default, shall give written notice to Landlord of such default, specifying in said notice the default with which Landlord is charged and Landlord shall not be deemed in default if the same is cured within thirty (30) days of receipt of said notice. Notwithstanding any other provision hereof, Tenant agrees that if the default complained of in the notice provided for by this Section 28 is of such a nature that the same can be rectified or cured by Landlord, but cannot with reasonable diligence be rectified or cured within said thirty (30) day period, then such default shall be deemed to be rectified or cured if Landlord within said thirty (30) day period shall commence the rectification and curing thereof and shall continue thereafter with all due diligence to cause such rectification and curing to proceed.

## SECTION 28. SERVICE OF NOTICES.

**28.01** Any and all notices and demands by or from Landlord to Tenant, or by or from Tenant to Landlord, required or desired to be given hereunder shall be in writing and shall be validly given or made if served either (1) in any manner provided for service as allowed by Nevada law; (2) personally, which shall include service or delivery by commercial courier; (3) if deposited in the United States mail, certified or registered, postage pre-paid, return receipt requested; or (4) via facsimile or email transmission. If such notice or demand be served by registered or certified mail in the manner provided, service shall be conclusively deemed given five (5) days after mailing or upon receipt, whichever is sooner. If such notice or demand be served via facsimile or email transmission in the manner provided, service shall be conclusively deemed given on the date of the facsimile or email transmission

**28.02** Any notice or demand to Landlord shall be addressed to Landlord at: Tropicana Investments, LLC, P.O. Box 50170, Lighthouse Point, FL 33074<sup>236</sup> 33074<sup>237</sup> Attn:  
Jeff<sup>238</sup> Chauncey<sup>240</sup> Mgr<sup>239</sup> ; facsimile:  
866-608-4308<sup>241</sup> ; email:  
JBCHAUNCEY@BELLSOUTH.NET<sup>242</sup> <sup>243 244</sup>

**28.03** Any notice or demand to Tenant shall be addressed to Tenant at: 3430 E. Tropicana Avenue, Suite(s) 27-29 , Las Vegas, NV 89121, Attn: Jeffrey Vincent;<sup>245</sup> facsimile:  
; email:

**28.04** Any party hereto may change its address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the other party hereto, which notice of change of address shall not become effective, however, until thirty (30) days after <sup>246</sup>the<sup>247</sup> actual receipt thereof by the other party.

## SECTION 29. FORCE MAJEURE.

Whenever a day is appointed herein on which, or a period of time is appointed in which, either party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of

days on or during which such party is prevented from, or is unreasonably interfered with, the doing or completion of such act, matter or thing because of labor disputes, civil commotion, war, warlike operation, sabotage, governmental regulations or control, fire or other casualty, inability to obtain any materials, or to obtain fuel or energy, weather or other acts of God, or other causes beyond such party's reasonable control (financial inability excepted); provided, however, that nothing contained herein shall excuse Tenant from the prompt payment of any rent or charge required of Tenant hereunder<sup>248</sup>.

#### **SECTION 30. REMEDIES CUMULATIVE.**

The various rights, options, elections and remedies of Landlord and Tenant<sup>249</sup> contained in this Lease shall be cumulative and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law and not expressly waived in this Lease.

#### **SECTION 31. SUCCESSORS AND ASSIGNS.**

The terms, provisions, covenants and conditions contained in this Lease shall apply to, bind and inure to the benefit of the heirs, executors, administrators, legal administrators, legal representatives, successors and assigns (where assignment is permitted) of Landlord and Tenant, respectively, administrators, legal representatives, successors and assigns (where assignment is permitted) of Landlord and Tenant, respectively.

#### **SECTION 32. PARTIAL INVALIDITY.**

If any term, covenant or condition of this Lease, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, covenants and conditions of this Lease, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

#### **SECTION 33. TIME OF THE ESSENCE.**

Time is of the essence of this Lease and all of the terms, covenants and conditions hereof.

#### **SECTION 34. ENTIRE AGREEMENT.**

This Lease contains the entire agreement between the parties and cannot be changed or terminated orally.

#### **SECTION 35. NO PARTNERSHIP.**

Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant. Neither the method of computation of rent nor any other provisions contained in this Lease nor any acts of the

parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of Landlord and Tenant.

#### **SECTION 36. BROKERS.**

Tenant warrants that it has had no dealings with any broker or agent in connection with this Lease, except **Commercial Investment Real Estate Services** (Landlord Agent) and covenants to pay, hold harmless and indemnify Landlord from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Lease or the negotiation thereof.

#### **SECTION 37. MISCELLANEOUS.**

**37.01** The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference to this Lease and in no way whatsoever define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

**37.02** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution or substitutions.

**37.03** The laws of the state in which the Center is located shall govern the validity, construction, performance and effect of this Lease.

**37.04** Whenever in this Lease any words of obligation or duty are used in connection with either party, such words shall have the same force and effect as though framed in the form of express covenants on the part of the party obligated.

**37.05** ~~Intentionally Omitted.~~<sup>250</sup> In the event Tenant now or hereafter shall consist of more than one person, firm or corporation, then and in such event, all such persons, firms or corporations shall be jointly and severally liable as Tenant hereunder.<sup>251</sup>

**37.06** The submission of this Lease for examination does not constitute a reservation of or option for the Leased Property and this Lease becomes effective as a Lease only upon execution and delivery thereof (including execution, initialing and attaching all exhibits) by Landlord and Tenant.

**37.07** Should any claim or lien be filed against the Leased Property, or any action or proceeding be instituted affecting the title to the Leased Property, Tenant shall give Landlord written notice thereof as soon as Tenant obtains actual or constructive<sup>252</sup> knowledge thereof.

**37.08** This Lease shall not be construed either for or against Landlord or Tenant, but this Lease shall be interpreted fairly and in accordance with the general tenor of its language.



**37.09** If Tenant is other than one or more natural persons, then each natural person purporting to execute this Lease on behalf of Tenant represents and warrants to Landlord that he has the authority to cause the named Tenant to be bound hereby.

**SECTION 38. INTENTIONALLY OMITTED<sup>253</sup> PRIVACY CLAUSE<sup>254</sup>.**

Inconsideration of Landlord's covenants and agreements hereunder, Tenant hereby covenants and agrees not to disclose any terms, covenants or conditions of this lease to any other party<sup>255</sup> without the prior written consent of Landlord<sup>256</sup> except to Tenant's accountants, attorney and other advisors and as required by law or court order.<sup>257</sup>

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

**LANDLORD:**  
**Tropicana Investments, LLC**  
a California Limited Liability Company

By: \_\_\_\_\_  
**Jeffrey Chauncey, Manager**

Date: \_\_\_\_\_

**TENANT:**  
**JSJBD CORP,**  
a Nevada Corporation

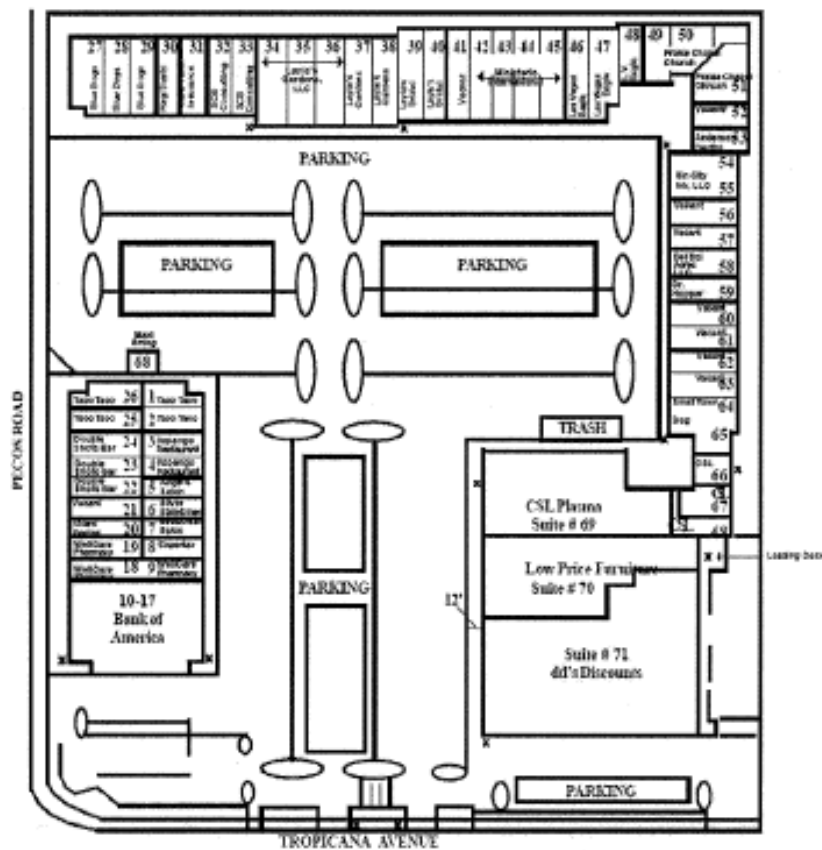
By: \_\_\_\_\_  
Stuart R. Vincent, President

Date: \_\_\_\_\_

**EXHIBIT "A"**



# Tropicana Plaza Shopping Center Exhibit A - Site Plan





## **Exhibit A- 1 -- Legal Description**

### DESCRIPTION

All that real property situated in The County Of Clark, State Of Nevada bounded and described as follows:

#### PARCEL 1:

The south one half ( s ½ ) of the southwest quarter (sw 1/4) of the southwest quarter (sw 1/4) of the southwest quarter (sw 1/4) of section 19, Township 21 south, Range 62 east, M.D.M. ( Government Lot 35)

Excepting therefrom the interest in and to the west 50 feet and the south 50 feet thereof as conveyed to The County Of Clark, State Of Nevada, by deed recorded March 22, 1973 as document No. 270930 of official records.

Further excepting that certain spandrel area as conveyed to The County Of Clark, State Of Nevada, by deed recorded July 25, 1973 as document No. 308047, official records.

Further excepting that certain spandrel area as conveyed to The County Of Clark, State Of Nevada, by deed recorded March 22, 1974 as document No. 370085 of official records.

#### PARCEL 2:

The north one half ( n ½ ) of the southwest quarter (sw 1/4) of the southwest quarter (sw 1/4) of the southwest quarter (sw 1/4) of section 19, Township 21 south, Range 62 east, M.D.M. ( Government Lot 34)

Excepting therefrom the interest in and to the west 50 feet thereof as conveyed to The County Of Clark , State Of Nevada< by deed recorded March 22, 1973 as document No. 270930 of official records.

**EXHIBIT B**

**COMMENCEMENT DATE**

The commencement date of that Lease by and between **Tropicana Investments, LLC**, as Landlord and **JSJBD CORP, a Nevada Corporation** as Tenant was the \_\_\_\_\_<sup>258</sup> <sup>st</sup><sub>259</sub> day of \_\_\_\_\_, 20\_\_\_\_<sup>260</sup> **September, 2016**<sup>261</sup>

**LANDLORD:**  
**Tropicana Investments, LLC**  
a California Limited Liability Company

**TENANT:**  
**JSJBD CORP,**  
a Nevada Corporation

By: \_\_\_\_\_  
**Jeffrey Chauncey, Manager**

By: \_\_\_\_\_  
Stuart R. Vincent, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT C

### DESCRIPTION OF WORK

~~This Description of Work is attached to the plans and specifications which have been prepared and initialed by Landlord and Tenant (the "Plans and Specs"). To the extent of any inconsistency between the Plans and Specs and this Description of Work, the Plans and Specs shall govern. Any item which would otherwise be required to be paid by Landlord pursuant to this Description of Work but which is not shown on the Plans and Specs shall not be included in the Leased Property and Tenant shall not be entitled to any payment, credit or offset with respect to such non-included item. Notwithstanding anything contained in this Exhibit C or in Section 8 of the Lease, in the event Landlord and Tenant have provided elsewhere in the Lease for a fixed sum as a tenant building allowance, such allowance shall include the cost of all items described below other than those described in subparagraphs 1, 2, 4 and 5 of paragraphs (1) (A) and subparagraph (1) (B) below.~~<sup>262</sup>

~~Tenant shall complete, at its sole cost and expense, any or all of the interior construction work under Section II hereof for its space. Tenant shall obtain Landlord's prior written approval of the licensed contractor who is to perform the construction work, which approval shall not be unreasonably withheld or denied. Tenant and/or its contractor shall employ only licensed contractors and subcontractors for such work, and shall obtain and pay for all required building permits, fees, and occupancy certificates. Tenant shall not conduct its work in such a manner as to interfere with Landlord's work hereunder.~~<sup>263</sup>

~~Tenant may, at its sole and absolute discretion, elect to have Landlord complete all or any part of Tenant's interior construction work under Section II hereof. If Landlord's architect or agent deems it necessary to make any changes or additions to the Plans and Specs initialed by the parties, Landlord's architect or agent shall notify Tenant in writing. Tenant shall confer with Landlord's architect or agent within ten (10) days of such notification. Provided Tenant agrees to such changes or addition, which approval shall not be unreasonably withheld or delayed, Tenant shall sign or initial amended plans prepared by Landlord and approved by Tenant and Landlord's architect or agent which incorporate the necessary changes as mutually agreed by Landlord's architect or agent and Tenant. Failure to approve or disapprove in writing, specifying the reason for such disapproval, within (10) days after request for approval shall be conclusively deemed an approval thereof.~~<sup>264</sup>

~~Within thirty (30) days after execution of the Lease, Landlord shall prepare and submit in writing to Tenant, an itemized cost breakdown of any costs to be borne by Tenant. Fifty percent (50%) of the Tenant's estimated cost shall be paid to Landlord within five (5) days after receipt of such cost breakdown and in any event prior to the commencement of construction of the Tenant's work and the balance owed by Tenant shall be paid within <sup>265</sup>fifteen (15<sup>266</sup>) days after completion of the work for which a statement is rendered to Tenant or upon issuance to Tenant of keys to the Leased Property, whichever is earlier. Tenant shall be required, as a condition precedent to receiving keys to the Leased Property, to execute such estoppel certificates for the benefit of Landlord and Landlord's lender as Landlord may require.~~<sup>267</sup> Landlord hereby acknowledges that an exterior store front design currently exists at the Leased Property. Should Tenant request any changes to the exterior store front design, finish or construction, such changes may only be completed upon written approval by Landlord. Landlord shall be entitled to erect and construct such

exteriors in keeping with the overall plan and design of the Landlord's architect or agent; provided, however, that Tenant shall receive written notice of such overall plan and design at least ten (10) days' prior to the commencement of any such exterior construction<sup>268</sup> **EXHIBIT C - Cont**<sup>269 270</sup>.

Any additional charges, expenses, or costs arising by reason of any subsequent change, modification, or alteration, prior to its performance of any work in the Leased property shall be borne by Tenant; provided, however, that Landlord shall bear the costs of any structural modification or any other modification that may be required by any applicable law, rule, regulation, ordinance, code or other legally enforceable requirement. No such changes, modifications, or alterations in said approved Plans and Specs can be made without the written consent of the Landlord after the written request thereof by the Tenant. Tenant shall bear the costs for any trade fixture or personal property Tenant installs in the Leased Property.

Upon completion of said Leased Property in accordance with the approved Plans and Specs and upon delivery to and possession by Tenant, ~~the~~<sup>271</sup> Tenant shall have the right to make any inspections to the Leased Property prior to acceptance of its delivered condition. Landlord shall remain liable for any and all work Landlord has completed in, on or about the Leased Property, and Tenant shall bear no responsibility or liability therefor.<sup>272</sup> will accept the Leased Property in the condition which it may then be and waives any right or claim against the Landlord for any cause, directly or indirectly, arising out of the condition of the Leased Property, appurtenances thereto, the improvements thereon and the equipment thereof; and Tenant shall thereafter save and hold harmless the Landlord from any and all liability<sup>273</sup>.

The fact that the Tenant may enter into possession of the Leased Property prior to the actual completion of the building (if Landlord elects to allow Tenant to take or enter into such possession) for the purpose of installing fixtures and equipment shall not be deemed an acceptance by the Tenant of completion by the Landlord until actual completion shall have taken place, but in such event, Tenant shall hold Landlord harmless and indemnify Landlord for any loss or damage directly caused by Tenant or its agents to Tenant's fixtures, equipment and merchandise and for injury to any person in connection with Tenant's entry onto the property.<sup>274</sup>

Any and all work completed at the Leased Property shall be in compliance with all applicable codes and regulations.<sup>275</sup>

#### **I. WORK DONE BY LANDLORD AT LANDLORD'S EXPENSE.**

~~NONE, Tenant, upon the completion of any inspection it deems necessary,~~<sup>276</sup> **shall accept the Leased Property in its delivered**<sup>277</sup> current<sup>278</sup> **Condition.**

#### **II. WORK DONE AT TENANT'S EXPENSE**

**NONE, except replacement of exterior signage**<sup>279</sup>.





## **Tropicana Plaza**

### **EXHIBIT D**

#### **RULES AND REGULATIONS**

Tenant agrees as follows:

##### **LOADING & UNLOADING:**

1. All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances designated for such purposes by Landlord. The delivery or shipping of merchandise, supplies and fixtures to and from the Leased Property shall be done only during normal business hours unless prior approval is obtained in advance from Landlord in writing.

##### **ANTENNAS:**

2. No radio, television, antenna(e), aerial, dish, receiving or transmission apparatus or other similar device shall be installed in the Leased Property without first obtaining in each instance Landlord's consent in writing, which written consent shall not be unreasonably withheld and shall be delivered to Tenant within two<sup>280</sup> ~~fifteen~~<sup>281</sup> (2<sup>282</sup> ~~15~~<sup>283</sup>) days of receipt of such request. Likewise, no radio, television, antenna(e), aerial, dish, receiving or transmission apparatus shall be erected on the roof or exterior walls of the Leased Property or in the Center, without in each instance, the written consent of Landlord. Any such device so installed without such written consent shall be subject to removal by Landlord without notice at Tenant's expense.

##### **ADVERTISING:**

3. Tenant shall not, without the written consent of Landlord, which written consent shall not be unreasonably withheld and shall be delivered to Tenant within two<sup>284</sup> ~~fifteen~~<sup>285</sup> (2<sup>286</sup> ~~15~~<sup>287</sup>) days of receipt of such request, use in or about the Leased Property any advertising or promotional media such as searchlights, loud speakers, phonographs, or other similar visual or audio media which can be seen or heard in or outside the Center. Tenant shall refrain from keeping, displaying or selling any merchandise or any object outside of the interior of the Leased Property or in any portion of any sidewalks, walkways or other part of the Center.

##### **EXTERIOR MAINTENANCE:**

4. The exterior areas immediately adjoining the Leased Property, as hereinafter specified, shall be kept clean and free from dirt and rubbish by Tenant, and Tenant shall not place or permit any obstructions or merchandise in such areas which impede access to the Leased Premises or the Center. Exterior areas which are "immediately adjoining" the Leased Property shall consist of the sidewalk or other paved areas which directly abut the Leased Property and extends only to the boundaries of the Leased Property. Landlord shall notify Tenant in writing of a violation of the aforesaid terms, and Tenant shall correct any such violations within ten (10) days of receipt of such notice. All garbage, including wet garbage, refuse or trash shall be placed by Tenant in the receptacles provided by Landlord for such purpose. Tenants and their authorized representatives shall not throw cigar or cigarette butts or other substances or litter or any kind in or about the Center, except in appropriate receptacles placed for such purpose, and Tenant shall make commercially reasonable efforts to direct its guests and invitees to dispose of such items in the designated receptacles. All boxes are to be broken down as to lay flat within the trash container. Tenant shall not burn any trash or garbage of any kind in or about the Leased Property or the Center.

In the event that any Tenant shall fail to remedy such a health or fire hazard or nuisance within ten (10) days after receipt of written notice by Landlord, Landlord may remedy and or correct such health or fire hazard or nuisance at the expense of the Tenant.

**PARKING:**

5. Tenant and Tenant's employees shall park their cars only in those parking areas which may be designated for such purpose by Landlord. No person shall use any automobile parking area except for the parking of motor vehicles during the period of time such person or occupants of such vehicle are customers or business invitees of the retail service and restaurant establishments within the Center. No vehicle of Tenant shall be parked longer than a 48 hour period. No recreational vehicles or trucks larger than a pick-up truck shall be parked in common parking areas by Tenant or their employees for longer than a 24 hour period. All motor vehicles shall be parked in an orderly manner within the painted lines defining the individual parking places. During peak periods of business activity, additional limitations may be imposed as to the length of time for parking use. Such limitations may be made in specified areas. Tenant and Tenant's employees and agents shall not solicit business in the parking areas or other common areas, nor shall Tenant distribute any handbills or other advertising matter in or on automobiles or other vehicles parked in the parking area or in other common areas.

**EXHIBIT D - Cont.**<sup>288</sup>

**PLUMBING:**

6. The plumbing facilities shall not be used for any other purpose than that for which they are specifically constructed, and no foreign substance of any kind shall be deposited therein. The expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by the Tenant whose employees, agents, servants, customers or invitees shall have caused

**EXHIBIT D - Cont.**<sup>289</sup> it. Any Tenant whose Leased Property is served by a grease trap shall be responsible for keeping it clean and free of grease at all times; if any stoppage should occur or the grease traps should not be kept clean, Landlord shall notify Tenant in writing of such stoppage, whereupon Tenant shall have fifteen (15) days to correct the stoppage or clean the grease traps. If Tenant has not made efforts to correct the stoppage or clean the grease traps within the designated period, Landlord may cause such stoppage to be removed or such cleaning to occur, the actual cost for which shall be at the expense of Tenant.

**PESTS & PETS:**

7. Tenant shall keep the Leased Property free from pests and vermin. No pets or animals, except service animals and seeing eye dogs, shall be allowed in or about the Leased Property and the Center, without Landlord's written approval.

**NOISES:**

8. Tenant shall not make noises, cause disturbances, or create odors which may be offensive to Landlord or to other Tenants of the Center or their employees, agents, servants, customers or invitees.

**WINDOW DISPLAY & ADVERTISING:**

9. No portion of the Leased Property or the Center shall be used for sale or display of any obscene, pornographic, so-called "adult" or other offensive merchandise or activities. All signs or window painting must be approved first by Landlord in writing, and provided Landlord's consent is obtained, must be professionally done.

**ROOF:**

10. Neither Tenant nor any employees of any Tenant, except those vendors that may be required from time to time to service or replace Tenants HVAC or other Tenant equipment located on the roof, shall go upon roof of the Center without the prior written consent of Landlord. Any damage caused to the roof or building by Tenant or Tenant's vendors shall be repaired at Tenant's expense.

**SIGNS:**

11. Landlord hereby expressly acknowledges and agrees that any signs, placards, pictures, advertisement, name, notice or other object or thing visible to public view which are currently existing at, in, on, or about the Leased Property shall not be subject to the terms of this Section 11. With respect to any additional signage, without Landlord's written consent first being obtained, no sign, placard, picture, advertisement, name, notice or other object or thing visible to public view shall be installed or displayed on the exterior or in the interior of the Leased Property. Landlord shall have the right to remove, at Tenant's expense and without notice, any sign installed or displayed in violation of this rule.

Tenant shall, at its expense, and after first obtaining Landlord's written consent, erect a sign on the exterior of the Leased Property within thirty (30) days from date of occupancy. Said sign shall be of such size, shape, materials and design as may be prescribed by Landlord. Tenant shall be required to properly maintain its sign, including making prompt repairs of any nature through the term. All exterior signs will be lit from dusk 'til dawn or as Landlord may otherwise designate. No awning, shade, window blackout film or signs, whether painted or permanent shall be affixed or installed over or in the show windows or on the exterior of the Leased Property.

It is the Tenant's responsibility to maintain all business signs. All lettering must comply with the sign criteria and be **approved** by the Landlord **prior** to installation.

Any existing signs that have not been authorized are subject to removal, with no signs of any type being permitted without the **prior written** consent of the Landlord.

No banners, flags, or any other types of advertising may be hung from the overhang in front of the Leased Property without first complying with any Landlord criteria and without first obtaining Landlord's consent.



**EXHIBIT D - Cont.**<sup>291</sup>

**Under no circumstances** is the use of "A" frame signs, banners or other temporary signs permitted on windows, sidewalks, landscaped areas, parking lot, roofs or buildings including common areas of the Center, without **prior** written approval of the Landlord. However easel signs displaying daily specials will be permitted provided the size and design have been

submitted to Landlord and approved. Movable signs such as banners mounted on trucks, trailers or cars, are not permitted anywhere on the Leased Property or in the Center.

Special sales signage may be allowed as long as the format is **approved** by the Landlord **prior** to the sale taking place. This includes the hanging of banners, window painting, flyers etc.

Upon expiration of the Lease, Tenant shall be responsible for promptly removing all signs placed in and around the Leased Property by Tenant. Tenant shall repair all damage caused to the building or Leased Property by such removal, including proper "capping off" of electrical wiring. Without limiting the generality of the foregoing, Tenant shall adhere to all requirements contained in the Lease which shall be deemed incorporated herein.

**EXHIBIT D—Cont.**<sup>293</sup>

**EXTERIOR MERCHANDISING PROHIBITED:**

12. No public telephone, newsstand, shoeshine stand, refreshment, vending or other coin operated machine shall be installed or placed on the sidewalk or walkway area adjacent to the Leased Property or on the common area without Landlord's prior written approval in each instance.

**EXTERIOR SANITATION:**

13. Any Tenant operating a carry-out food operation, including any ice cream store, shall pay Landlord for all sidewalk and walkway clean-up work (including without limitation steam cleaning) that Landlord shall determine is necessary to preserve the sanitation, cleanliness, clean appearance, and safety of the Center. Additionally, Tenant shall be responsible for a clean-up area of not less than one hundred feet (100') in radius from their entrance(s) to the Leased Property. Tenant shall pay Landlord for all costs with the next succeeding month's rent.

**COMMON AREAS:**

14. Without the prior written consent of the Landlord, no person shall use any of the common area for any purpose or activities except in conjunction with the normal business activities of the Center. Tenants and their authorized representatives and invitees shall not loiter in the parking or other common areas that any Tenant has the right to use in a manner which impedes any other tenant's use of the Center, nor shall they in any way obstruct the sidewalks, entry passages, pedestrian passageways, driveways, entrances and exits, and shall use them only as ingress to and egress from their work areas. Tenants which are open 24 hours may at the Tenant's option hire Security Personnel to police both the interior and/or exterior of the Leased Property. Should the Tenant opt to hire a Security company, Tenant must notify Landlord in advance of the name and phone contact of said company.

**NON-WAIVER:**

15. Landlord may waive any one of these rules for the benefit of any particular tenant or tenants, but such waiver by Landlord shall not be construed as a waiver of such rules in favor of any or all tenants of the Center. No waiver of any rule or regulation by Landlord shall be effective unless in writing and signed by Landlord.

Landlord reserves the right at any time to change or rescind any one or more of these rules or regulations or to make such other and further reasonable rules and regulations as in Landlord's judgement may from time to time be necessary for the management, safety, care, and cleanliness of the Center for the preservation of good order therein, and for the convenience of tenants and visitors to the Center. Any such amendments, deletions or additions to these rules and regulations shall be applicable to all tenants of the Center and shall be effective immediately upon delivery of written notice thereof to tenants.

**TENANT CONSENT:**

16. Landlord shall reasonably enforce<sup>294</sup> ~~not be responsible to any Tenant or to any other person for the non-observance or violation of<sup>295</sup> these rules and regulations for the benefit of the tenants and patrons of the Center<sup>296</sup> by any other Tenant or person<sup>297</sup>~~. All Tenants shall be deemed to have read these rules and regulations and to have agreed to abide by them as a condition to their occupancy of the space listed.

The undersigned Tenant hereby agrees to abide by the foregoing Rules and Regulations as may be modified, changed and supplemented from time to time.

**TENANT:**

**JSJBD CORP, a Nevada Corporation**

By: \_\_\_\_\_  
**Stuart R. Vincent, President**

Date: \_\_\_\_\_

**EXHIBIT E**

**GUARANTY**

<sup>299</sup>DESCRIPTION OF LEASE: General Retail Lease <sup>300</sup>

EFFECTIVE DATE: September 1, 2016 <sup>301</sup>

LANDLORD: Tropicana Investments, a California <sup>302</sup>  
Limited Liability Company <sup>303</sup>

TENANT: JSJBD CORP, a Nevada Corporation <sup>304</sup>

PREMISES: 3430 E. Tropicana Avenue, Suite # 27-29 <sup>305</sup>  
Las Vegas, NV 89121 <sup>306</sup>

**GUARANTY OF LEASE** effective September 1, 2016 by and between <sup>307</sup> Tropicana Investments, LLC <sup>308</sup> as Landlord and Stuart R. Vincent, Jeffrey B. Vincent, Bruce Eisman and Bruno Mark as Guarantors. <sup>309</sup>

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, the undersigned Guarantor hereby unconditionally and irrevocable guarantees the full and faithful performance by Tenant of all the terms, covenants and conditions of the above-referenced Lease, including, but not limited to, the payment of all rent when and as the same shall become due. This Guaranty shall remain in full force and effect regardless of any amendment, modification, extension, compromise or release of any term, covenant or condition of the Lease or of any party thereto, as the case may be. The undersigned agrees to indemnify Landlord against any and all liability, loss, costs, charges, penalties, obligations, expenses, attorneys' fees, litigation, judgements, damages, claims and demands of any kind whatsoever in connection with arising out of or by reason of the assertion by Tenant of any defense to its obligations under the Lease or the assertion by Guarantor of any defense to its obligations hereunder. Guarantor waives any right or claim of right to cause a marshaling of Tenant's assets or to proceed against Guarantor or Tenant or any security for the Lease or this Guaranty in any particular order and Guarantor agrees that any payments or performance required to be made hereunder shall become due upon demand in accordance with the terms hereof immediately upon the happening of a default under the Lease, whether or not Guarantor has been given notice of such default, and Guarantor hereby expressly waives and relinquishes all rights and remedies accorded by applicable law to guarantors, including, but not limited to, notice of demand, notice of default, any failure to pursue Tenant or its property, any defense arising out of the absence, impairment or loss of any right of reimbursement or subrogation, and any defense arising by reason of any defense of Tenant or by reason of the cessation of the liability of Tenant or any defense by reason of the assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the said Lease, or by reason of summary or other proceedings against Tenant. <sup>310</sup>



No delay on Landlord's part in exercising any right, power or privilege under this Guaranty or any other document executed in connection herewith shall operate as a waiver of any such privilege, power or right.<sup>311</sup>

Guarantor agrees that any judgment rendered against Tenant for monies or performance due Landlord shall in every and all respects bind and be conclusive against Guarantor to the same extent as if Guarantor had appeared in any such proceeding and judgment therein had been rendered against Guarantor.<sup>312</sup>

Guarantor subordinates to Tenant's obligations to Landlord all indebtedness of Tenant to Guarantor, whether now existing or hereafter contracted, whether direct or indirect, contingent or determined. With respect to any such indebtedness of Tenant to Guarantor, Guarantor further agrees to make no claim therefor until any and all obligations of Tenant to Landlord shall have been discharged in full and Guarantor further covenants and agrees not to assign all or any part of such indebtedness while this Guaranty remains in effect.<sup>313</sup>

**EXHIBIT E - Cont.**<sup>314</sup>

The terms, covenants and conditions contained in this Guaranty shall apply to and bind the successors and assigns of the undersigned.<sup>315</sup>

The terms, covenants and conditions contained in this Guaranty shall inure to the benefit of the successors and assigns of Landlord.<sup>316</sup><sup>317</sup>

If any term, covenant or condition of this Guaranty, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, covenants and conditions of this Guaranty, and all applications thereof not held invalid, void or unenforceable shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.<sup>318</sup>

In this Guaranty, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.<sup>319</sup>

This Guaranty shall be construed in accordance with its intent and without regard to any presumption or other rule requiring construction against the party causing the same to be drafted.<sup>320</sup>

The laws of the state in which the leased premises are located shall govern the validity, construction, performance and effect of this Guaranty.<sup>321</sup>

Should Guarantor consist of more than one person or entity, then, in such event, all such persons and entities shall be jointly and severally liable as Guarantor hereunder.<sup>322</sup>

<sup>323</sup> DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.<sup>324</sup>

Guarantor:<sup>325</sup>  
Stuart R. Vincent<sup>326</sup>

Social Security Number:<sup>327</sup>

Residence Telephone Number: \_\_\_\_\_ 328  
Residence Address: \_\_\_\_\_ 329  
\_\_\_\_\_ 330  
DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016, 331  
Guarantor: \_\_\_\_\_ 332  
\_\_\_\_\_ Jeffrey B. Vincent 333  
Social Security Number: \_\_\_\_\_ 334  
Residence Telephone Number: \_\_\_\_\_ 335  
Residence Address: \_\_\_\_\_ 336  
\_\_\_\_\_ 337  
DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016, 338  
Guarantor: \_\_\_\_\_ 339  
\_\_\_\_\_ Bruce Eisman 340  
Social Security Number: \_\_\_\_\_ 341  
Residence Telephone Number: \_\_\_\_\_ 342  
Residence Address: \_\_\_\_\_ 343  
\_\_\_\_\_ 344  
DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016, 345  
Guarantor: \_\_\_\_\_ 346  
\_\_\_\_\_ Bruno Mark 347  
Social Security Number: \_\_\_\_\_ 348  
Residence Telephone Number: \_\_\_\_\_ 349  
Residence Address: \_\_\_\_\_ 350

#### **TROPICANA PLAZA**

#### **EXHIBIT F**

#### **SIGN CRITERIA**

This criteria has been established for the purpose of assuring a coordinated sign program for the mutual benefits of all Tenants at this Center. The intent of the following sign criteria is to offer the Tenant as much flexibility as possible and to encourage different types and color of script. The specified signs will offer both maximum identity and maximum aesthetic quality which benefits the Tenant and the shopping center. Compliance will be strictly enforced; and any installed nonconforming or unapproved sign

of Tenant shall be corrected at the expense of the Tenant. The following criteria is applicable to all signs in the Center.

**A. General Requirements**

1. Prior to applying to County Planning Department for approval and permits, each Tenant shall submit to the Landlord or his agents for approval before fabrication, at least two (2) copies of detailed drawings indicating the location, size, layout, design and color of the proposed signs, including all lettering and/or graphics.
2. All signs shall be reviewed by the Landlord or his agent for conformity with this criteria and overall design quality. Approval or disapproval of sign submittals based on aesthetics or design shall remain the sole right of the Landlord. No sign shall be installed until such approval shall have been granted in writing by the Landlord.
3. All permits for signs and installation thereof shall be obtained by the Tenant or his representative. The expense of fabrication and installation of all signs, including permits, shall be the responsibility of the Tenant, who shall also be responsible for compliance with all applicable codes and with these criteria.

**B. General Specifications**

1. No projections beyond the sign area will be permitted. Signage area is to be within limits as indicated by Landlord in these criteria.
2. Except as provided herein, no advertising placards, banners, pennants, names, insignia, trademarks or other descriptive material shall be affixed or maintained upon the glass panels and supports of the show windows and doors or upon the exterior walls of building or store front.
3. All signs and their installation shall comply with all local building and electrical codes.
4. Signs shall be composed of individual or script lettering. Sign boxes and cans will not be permitted. Logos will be considered on a case by case basis. Colors will also be approved on a case by case basis.
5. Wording of each sign shall not include the product sold except as a part of the Tenant's trade name or insignia. Therefore, Tenants shall display only trade names, or their basic product name, i.e., "John's Liquor", "Cleaners" or combination thereof.

**C. Design Requirements**

1. The width of the Tenant fascia sign shall not exceed 80% of the width of the Demised Premises. Lettering shall center on Demised Premises unless prior approvals or directions are obtained from Landlord or his agent.

2. Size of letters shall be a maximum of 24" and 5" in depth. Any exceptions will require prior written consent of Landlord.
3. All letters will have colored 1/8" or better plastic faces. Trim cap retainers on faces and returns must be in gold and are mandatory.
4. All letters will be individually illuminated from within 30 MA single or double tube white neon. No exposed neon will be permitted. All openings shall be properly sealed to prevent light leaks.
5. Each Tenant will be permitted to place upon each entrance of its Demised Premises not more than 144 square inches of gold leaf or decal application lettering, not to exceed two inches (2") in height, indicating hours of business, emergency telephone number, etc. Any exceptions will require prior written consent of the Landlord.
6. Painted lettering will not be permitted.
7. Each Tenant who has a non-customer door for receiving merchandise may have uniformly applied on said door, in location as directed by the project architect, in Two inches (2") high block letters, the Tenant's name and address. In the case that more than one Tenant uses the same door, each Tenant's name and address shall be applied. Color of letters will be selected by the project architect.

D. General Construction Requirements

1. Tenant shall be responsible for the manufacture, complete installation and maintenance of all signs.
2. All signs are to be installed under the direction of the Project Contractor's superintendent or representative.
3. Tenant shall be fully responsible for the operation of Tenant's sign contractors.
4. Tenant's sign contractor shall repair any damage to any portion of the structure and finish caused by his work.
5. All penetrations of the building structure required for sign installation shall be sealed in a watertight condition and shall be patched to match adjacent finish.
6. No exposed lamps or tubing will be permitted.
7. No animated, flashing or audible signs will be permitted.
8. No exposed raceways, cabinets, cross-overs, conduits, conductors, transformers or other equipment shall be permitted unless approved by



Landlord prior to construction. Any exposed ducts shall be painted-out to match the adjacent material.

9. No sign maker's label or other identification will be permitted on exposed surface of sign, except for those required by local ordinance, in which case shall be placed in an inconspicuous location.

10. No signs of any sort shall be permitted on building's roof.

E. Sign Contractor General Requirements

1. All companies bidding to manufacture these signs are advised that no substitutes will be accepted by purchaser whatsoever, unless indicated in the specifications and approval by Landlord and Tenant. Any deviation from these specifications may result in purchaser's refusal to accept same.

2. All manufacturers are advised that prior to acceptance and final payment, each unit will be inspected for conformity. Any signs found not in conformity will be rejected and removed at the Tenant's expense.

3. Entire display shall be guaranteed for 90 days against defects in material and workmanship. Defective parts shall be replaced without charge.

4. Sign company shall carry workmen's compensation and public liability insurance against all damage suffered or done to any and all persons and/or property while engaged in the construction or erection of signs in the amount of \$300,000.00.

5. Lessee's sign contractor shall completely install and connect sign display. Primary wiring at sign location stipulated by Landlord to be provided by Lessee's contractor and completed prior to sign installation.

Sign company agrees to abide by the above criteria for said project and warrants that the installation of sign by \_\_\_\_\_ is correct.

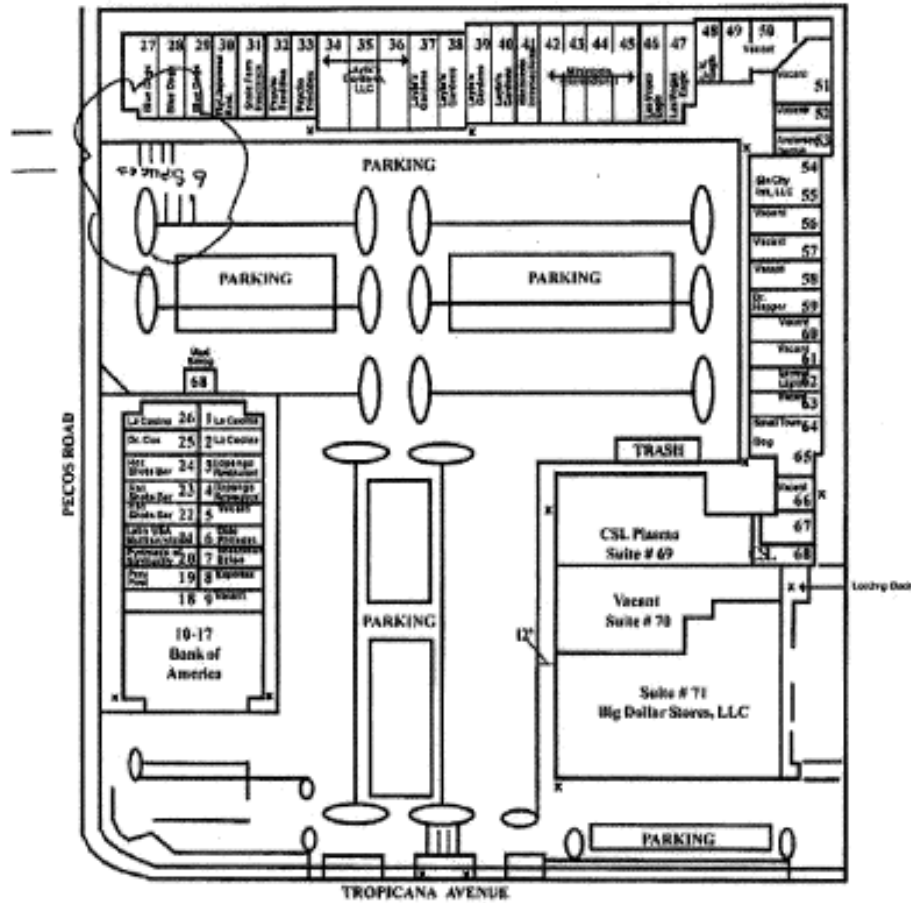
\_\_\_\_\_  
Sign Company Authorization

**TENANT:**  
**JSJBD CORP, a Nevada Corporation**

By: \_\_\_\_\_  
**Stuart R. Vincent, President**

Date: \_\_\_\_\_

EXHIBIT G  
RESERVED PARKING PLAN



## TROPICANA PLAZA SHOPPING CENTER

### LEASE

THIS LEASE ("Lease") is made and entered into this \_\_\_\_ day of July, 2017, effective as of September 1, 2016, (the "Effective Date"), by and between Tropicana Investments, a California Limited Liability Company (hereinafter referred to as "Landlord") and JSJBD CORP, a Nevada Corporation (hereinafter referred to as "Tenant").

#### SECTION 1. DEMISED PREMISES.

Upon the conditions, limitations, covenants and agreements set forth below, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that store area in Tropicana Plaza (the "Center"), which Center is described on Exhibit A-1 attached hereto and incorporated herein by reference, located at 3430 E. Tropicana Avenue, Las Vegas, Nevada 89121 denominated as space(s) no. 27-29, and indicated by cross-hatching on the site plan attached hereto as Exhibit A-2 and incorporated herein by reference ("Leased Property") consisting of approximately Four Thousand Two Hundred (4,200 +/-) square feet. Such square footage number shall be used in this lease for the sole purpose of determining Tenant's portion of the Center's Operating Costs, Parking and Common Areas (Section 10.). Landlord reserves to itself the use of the roof, exterior walls (other than store fronts) and the area above and below the Leased Property together with the right to install, maintain, use, repair and replace pipes, ducts, conduits, wires and structural elements now or in the future leading through the Leased Property and which serve other parts of the Center. Unless deemed an emergency repair, Landlord shall provide Tenant at least seven (7) days' written notice prior to the commencement of any such work.

#### SECTION 2. TERM.

**2.01** The term of this Lease shall be for a period of Sixty (60) months, commencing on the Effective Date, as hereinabove defined, unless terminated earlier as elsewhere herein provided; provided that if the occupancy date is not the first day of a calendar month the term hereof shall be for Sixty (60) months plus the period between the occupancy date and the first day of the next succeeding calendar month. At such time as the commencement date shall have been established, Landlord and Tenant shall execute a memorandum in the form of Exhibit B attached hereto and incorporated herein by reference confirming said date. The failure of either party to execute and/or deliver such memorandum shall not delay the Effective Date or vitiate the effectiveness of this Lease.

**2.02** Notwithstanding anything to the contrary in Exhibit C, Landlord and Tenant acknowledge and agree that Landlord has no obligation whatsoever to perform any work, repairs, maintenance, or make any improvements to the Leased Property.

**2.03** INTENTIONALLY DELETED.

*Trop. Rev. 9/16*

1

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**2.04** If Landlord agrees in writing that Tenant may hold over after the expiration or termination of this Lease, unless the parties hereto otherwise agree in writing on the terms of such holding over, the holdover tenancy shall be subject to termination by Landlord or Tenant at any time upon not less than thirty (30) days prior written notice. No holding over by the Tenant, whether with or without consent of Landlord, shall operate to extend this Lease.

**2.05** Landlord or Tenant shall give written notice of termination by certified mail to the other at least ninety (90) days prior to the expiration date of any renewal term of the lease.

### SECTION 3. RENT

**3.01** Subject to adjustment as hereinafter provided, Tenant shall pay Landlord as base minimum rent (Base Rent) for the term of this Lease, the total sum of **Five Hundred Sixteen Thousand Six Hundred Dollars & 00/100 (\$516,600.00)**. Beginning on the Effective Date, Tenant shall pay to Landlord minimum monthly rent as follows:

9/01/16 - 8/31/17 @ \$8,190.00 per month, \$98,280.00 per annum.  
9/01/17 - 8/31/18 @ \$8,400.00 per month, \$100,800.00 per annum.  
9/01/18 - 8/31/19 @ \$8,610.00 per month, \$103,320.00 per annum.  
9/01/19 - 8/31/20 @ \$8,820.00 per month, \$105,840.00 per annum.  
9/01/20 - 8/31/21 @ \$9,030.00 per month, \$108,360.00 per annum.

provided that if the lease term includes a fractional month, for that fractional month Tenant shall pay as minimum rent that proportion of the minimum monthly rent due which the number of days in said fractional month bears to the total number of days in said month.

**3.02** The monthly Base Rent amounts shall be paid to Landlord in advance on the first day of each month during the term of this Lease. Base Rent for any fractional month shall be calculated accordingly.

(a) "Lease year" shall mean the twelve (12) month calendar year, except that in the event the Occupancy Date occurs on a date other than January 1, the first lease year hereunder shall be that fractional part of the calendar year from the Occupancy Date to December 31 of the same year and the final lease year shall be that fractional part of the calendar year from January 1 to the termination date.

**3.03** Provided Tenant is in compliance with each and every term, covenant and condition hereof on its part to be performed, Tenant shall have the option to extend this Lease for **Two (2)** extension terms of **Five (5)** years, commencing on the expiration date hereof. Said option shall be exercised by giving Landlord notice in writing of such election at least ninety (90) days prior to the expiration of the original term. Such extension term shall be on the same terms as this Lease, except that the minimum Base Rent provided in Section 3.01 of the Lease shall be negotiated but in no event reduced, and in no event less than the Base Rent existing on the last day of the expiring term, plus **three percent (3%) thereof, with a corresponding three percent (3%) increase for each additional year of the extended term.**

**3.04** All rents and other monies required to be paid by Tenant hereunder shall be paid to Landlord without deduction or offset, prior notice or demand, in lawful money of the United States of America, at **P.O. Box 50170, Lighthouse Point, FL 33074**, or at such other place as Landlord may, from time to time, designate upon thirty (30) days' prior written notice. Notwithstanding the immediately preceding sentence, Landlord agrees that Tenant may make payment of monies due hereunder by a personal or business check drawn on a financial institution located in the county in which the Center is located; provided, however, that if at any time any such check is dishonored or returned to Landlord or Landlord's bank without payment then, in addition to the other remedies available to Landlord hereunder, Landlord may thereafter require Tenant to make payment of monies due hereunder in cash or by certified check drawn on a financial institution acceptable to Landlord and located within the county in which the Center is located.

**3.05** If Tenant shall fail to pay, when the same is due and payable, any rent, or any additional rent, or any other amount or charges to be paid by Tenant hereunder, such unpaid amount in addition to any late fee shall bear interest from the due date thereof to the date of payment at a rate which is eighteen percent (18%) per annum, or (ii) the highest rate which may lawfully be charged therefor.

**3.06** If at any time any payment made by Tenant hereunder is **not RECEIVED by Landlord within five (5) days after the due date thereof**, then, in addition to interest as provided in Section 3.04 hereof, Tenant shall pay on demand with respect to each such late payment and as additional rent a late charge equal to ten percent (10 %) of the amount not timely paid. If, at any time any personal or business check proffered by Tenant in payment of any obligation hereunder shall be dishonored by the bank or other financial institution on which it is drawn, Tenant shall pay a dishonored check charge equal to fifty dollars (\$50.00) for each check so dishonored; if a dishonored check is re-submitted and again dishonored, an additional dishonored check charge shall be paid by Tenant. Tenant acknowledges that such late charges and dishonored check charges represent reasonable approximations of the additional time, effort and expense incurred by Landlord as a result of such late payment and/or dishonored check, as the case may be.

**3.07** Landlord may apply any and all monies received from Tenant to Tenant's then due or past due obligations in such order as Landlord, in its sole discretion, may elect.

#### **SECTION 4. INTENTIONALLY OMITTED.**

#### **SECTION 5. SECURITY DEPOSIT.**

Tenant, prior to the execution of this Lease, has deposited with Landlord the sum of **Fifteen Thousand Dollars (\$15,000.00)** receipt of which is hereby acknowledged by Landlord. Said deposit shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease by Tenant to be kept and performed during the term hereof, provided that Tenant shall not be excused from the payment of any rent herein reserved or any other charge herein provided. If Tenant defaults with respect to any provision of this Lease and has not remedied such default within 30 days after receiving written notice from Landlord, Landlord may, but shall not be required to use or retain all or any part of such security deposit for the payment of any

*Trop. Rev. 9/16*

3

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rent, to repair damages to the Leased Property, to clean the Leased Property or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount. Landlord shall not be required to keep such security deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. Should Tenant comply with all of said terms, covenants and conditions and promptly pay all the rental amounts as herein provided, and all other sums payable by Tenant to Landlord hereunder, then the said deposit shall be returned to Tenant within thirty (30) days after the end of the term of this Lease or after the last payment due from Tenant to Landlord is paid, whichever last occurs. In the event of sale or transfer of the Center or of any portion thereof containing the Leased Property, if Landlord transfers the security to the vendee or transferee for the benefit of Tenant, or if such vendee or transferee assumes all liability with respect to such security, Tenant shall receive written confirmation from Landlord and any such vendee or transferee that the security has been so transferred. Upon such written notice, Landlord shall be considered released by Tenant from all liability for the return of such security, and Tenant agrees to look solely to the new Landlord for the return of the security, and it is agreed that this Section 5 shall apply to every transfer or assignment to a new Landlord.

#### **SECTION 6. POSSESSION AND SURRENDER OF LEASED PROPERTY.**

**6.01** Tenant shall by entering upon and occupying the Leased Property be deemed to have accepted the Leased Property and Landlord shall not be liable for any latent or patent defect therein.

**6.02** Upon the expiration or sooner termination of the term of this Lease, if Tenant has fully and faithfully performed all of the terms, conditions and covenants of this Lease to be performed by Tenant, but not otherwise, Tenant shall, at its sole cost and expense, remove all personal property which Tenant has placed on (but not affixed to) the Leased Property (all of which are hereinafter referred to as "Tenant's property"). Tenant shall repair all damage thereto resulting from such removal and Tenant shall thereupon surrender the Leased Property in substantially the same condition as on the date when the Leased Property was delivered to Tenant, reasonable wear and tear excepted. If Tenant has not fully and faithfully performed all of the terms, conditions and covenants of this Lease to be performed by Tenant, Tenant shall nevertheless remove Tenant's property from the Leased Property in the manner aforesaid within fifteen (15) days after receipt of written direction to do so from Landlord. In the event Tenant shall fail to remove any of Tenant's property as provided herein, Landlord may, but is not obligated to, at Tenant's expense, remove all of such property not so removed and repair all damage to the Leased Property resulting from such removal, Landlord shall have no responsibility to Tenant for any loss or damage to said property caused by or resulting from such removal or otherwise. If the Leased Property is not surrendered at the end of the Lease term, Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Leased Property including, without limitation, any claims made by any succeeding tenant founded on such delay. Unless otherwise specified or directed by Landlord, all items brought onto the Leased Property which are affixed to or installed in



the Leased Property in any manner shall be deemed fixtures and shall be and become the property of the Landlord upon expiration or sooner termination of this Lease.

#### SECTION 7. USE OF LEASED PROPERTY

7.01 The Leased Property is leased to Tenant solely for use as a Gaming Bar & Restaurant, and no other use is or shall be permitted without prior written consent of Landlord. Tenant shall conduct business under the trade name of Blue Dogs Pub.

7.02 Tenant shall not, without prior written consent of all insurance companies which have issued any insurance of any kind whatsoever with respect to the Leased Property or the Center, sell, or suffer to be kept, used or sold in, upon or about the Leased Property any gasoline, distillate or other petroleum products or any other substance or material of an explosive, inflammable or radiological nature, in such quantities as may be prohibited by any such insurance policy, or which may endanger any part of the Center or its occupants, business patrons or invitees.

7.03 Landlord hereby acknowledges and agrees that certain machines and devices currently exist in the Leased Property and Tenant shall be expressly permitted to continue to operate all such existing machines and devices in the Leased Property. With respect to any machines or devices which are not currently existing in the Leased Property, Tenant shall not, without Landlord's prior written approval, operate or permit to be operated on the Leased Property or in the Center any coin or token-operated vending machines or similar device for the sale or leasing to the public of any goods, wares, merchandise, food, beverages, and/or service, including, without limitation, pay telephones, pay lockers, pay toilets, scales and amusement devices.

7.04 Tenant shall refrain from using or permitting the use of the Leased Property or any portion thereof as living quarters, sleeping quarters or lodging rooms.

7.05 Tenant shall refrain from using or permitting the use of the Leased Property or any portion thereof for office, clerical or other non-selling purposes, except space in the Leased Property may be used for such purposes to such extent as is reasonably required for the conduct of Tenant's business thereon or as otherwise designated in writing by the parties. Landlord hereby acknowledges and agrees that space in the Leased Property is currently used for office and clerical purposes to conduct Tenant's business and that Tenant is expressly permitted to continue to use such space for office and clerical purposes.

7.06 Tenant shall not, without Landlord's prior written approval, conduct or permit any fire, bankruptcy, auction, "going out of business", "moving" or similar sale in, on or about the Leased Property.

7.07 All fixtures, showcases and other equipment to be used by Tenant in, about or upon the Leased Property which are not currently existing in, about or upon the Leased Property shall be subject to the prior written approval of Landlord. Any and all existing fixtures, showcases and other equipment in, about or upon the Leased Property is hereby approved by Landlord.

Trop. Rev. 9/16

5

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7.08 Except as already existing in the Leased Property, Tenant shall not, without Landlord's prior written approval, cover or obstruct any windows, glass doors, lights, skylights, or other apertures that reflect or admit light into the Leased Property.

7.09 Tenant shall not, without Landlord's prior written approval, allow display windows of the Leased Property to be empty or untrimmed at any time.

7.10 Tenant shall refrain from keeping or permitting the keeping of any animals of any kind in, about or upon the Leased Property without Landlord's prior written approval; provided, however, that if the business conducted by Tenant on the Leased Property includes the sale of pets, Tenant may keep such animals on the Leased Property as are normally kept for such business, including service animals.

7.11 Except to the extent the Leased Property is now used for storage or warehouse purposes, Tenant shall not use the Leased Property for additional storage or warehouse purposes beyond such use as is reasonably required to keep Tenant's store adequately stocked for retail sales in, at or from the Leased Property.

7.12 Except as provided for elsewhere herein, Tenant shall keep and maintain in good order, condition and repair (including any such replacement and restoration as is required for that purpose) the Leased Property and every part thereof and any and all appurtenances thereto wherever located, including, but without limitation, the exterior and interior portion of all doors, door checks, windows, plate glass, store front, all plumbing and sewage facilities within the Leased Property including free flow up to the main sewer, fixtures, heating and air conditioning and electrical systems (whether or not located in the Leased Property), sprinkler system, walls, floors and ceilings, and any work performed by or on behalf of Tenant hereunder. Tenant shall also keep and maintain in good order, condition and repair (including any such replacement and restoration as is required for that purpose) any special equipment, fixtures or facilities other than the usual and ordinary plumbing and utility facilities, which special facilities shall include but not be limited to grease traps, located outside the Leased Property. Landlord agrees to provide Tenant the benefit of any warranties Landlord may have pertaining to those parts of the Leased Property Tenant is responsible for maintaining hereunder. Tenant shall store all trash and garbage in metal containers designated by Landlord and so as not to be visible or create a nuisance to customers and business invitees in the Center, and so as not to create or permit any health or fire hazard.

7.13 Tenant shall at all times during the term of the Lease comply with all governmental rules, regulations, ordinances, statutes and laws, and the orders and regulations of the National Board of Fire Underwriters or any other body now or hereafter exercising similar functions, now or hereafter in effect pertaining to the Center, the Leased Property or Tenant's use thereof.

7.14 Tenant hereby covenants and agrees that it, its agents, employees, servants, contractors, subtenants and licensees shall abide by the Rules and Regulations attached hereto as Exhibit D and incorporated herein by reference and such additional rules and regulations hereafter adopted and amendments and modifications of any of the foregoing as Landlord may, from time to time, adopt for the safety, care and cleanliness of the Leased Property or the Center or for the preservation of good order thereon. Tenant shall

Trop. Rev. 9/16

6

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comply with all such amendments, modifications or additional rules and regulations to the extent that Landlord provides Tenant notice of such amendments, modifications or additions in writing at least thirty (30) days prior to such time the amended, modified or additional rule or regulation is to take effect.

**7.15 INTENTIONALLY OMITTED.**

**7.16** Tenant shall use the Leased Property solely for the purposes set forth in Section 7.01. Tenant shall take all necessary action to prevent and avoid foul odors, emissions, fumes, liquids or other substances or excessive noise from any source from escaping or extending beyond the Leased Property. In addition, Tenant shall not do, permit or suffer anything to be done, or kept upon the Leased Property which will obstruct or interfere in any manner with the rights of other Tenants, Landlord or the patrons and customers of any of them, or which will annoy any of them or their patrons or customers, nor will Tenant commit or permit any nuisance on the Leased Property or commit or suffer any immoral or illegal act to be committed thereon. Without limiting the generality and broad scope of the foregoing Covenants and prohibitions, Tenant shall not permit, cause or suffer unreasonable or excessive noise or sound to extend beyond the Leased Property, including but not limited to sound emanating from voices, music, entertainment, signing, video tapes, loud speakers, recording devices, microphones, or any other natural and/or mechanized device. Tenant specifically agrees that in the event of any breach or default of the foregoing Covenants and prohibitions by Tenant or any of Tenant's employees, agents, patrons or customers, Landlord shall be entitled to obtain injunctive relief to seek immediate abatement of any of the matters referred to herein, and Landlord may also obtain damages, in accordance with the provisions of NRS 40.140.

**7.17** No cooking shall be done or permitted by any Tenant on the Leased Property nor shall they be used for the manufacture of merchandise; provided, however, that if the business conducted by Tenant on the Leased Property includes sale of prepared food, Tenant may conduct such cooking on the Leased Property as is normally incident to such business. Tenant to comply with all local, city & state codes, permits and licenses.

**7.18.** Tenant shall operate all of the Leased Property during the entire Lease Term with sound business practice, due diligence, and efficiency.

**7.19. Retail & Food Related Tenant's:** Tenant shall provide, install, and at all times maintain in the Leased Property all suitable furniture, fixtures, equipment, and other personal property necessary for the conduct of Tenant's business therein, in a businesslike manner, shall carry at all times in the Leased Property a stock of merchandise of such size, character and quality as shall be reasonably designed to produce the maximum return to Tenant, and shall staff the Leased Property at all times with sufficient sales personnel to serve its customers. Tenant represents to Landlord and Landlord hereby acknowledges that the current operating hours of Tenant are XXXXXXXXXX. In the event such Tenant alters the current operating hours, Tenant shall provide Landlord written notice of the new operating hours.

**SECTION 8. ALTERATIONS AND IMPROVEMENTS**

**8.01. INTENTIONALLY OMITTED.**

*Trop. Rev. 9/16*

7

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**8.02 Work to be performed by Tenant:** Any work or improvement to be performed by Tenant must first have Landlord's written approval and comply with all local, city & state codes, permits and licenses.

**8.03** Tenant shall observe and perform all of its obligations under this Lease, from the date upon which the Leased Property is occupied and from the Effective Date of the Lease term in the same manner as though the Lease term began when the Leased Property was so made available to Tenant.

**8.04** Tenant shall not make any additions, alterations improvements or changes ("improvements") in or to the Leased Property without the prior written approval of Landlord, which approval shall not be unreasonably withheld or denied. Except as provided in Exhibit C hereto, any improvements shall be at the sole cost and expense of Tenant. Any improvements shall be made promptly and in good and workmanlike manner and in compliance with all insurance requirements and with all applicable permits, authorizations, building regulations, zoning laws and all other governmental rules, regulations, ordinances, statutes and laws, now or hereafter in effect pertaining to the Leased Property or Tenant's use thereof. Any improvements made by Tenant shall at Landlord's option become the property of Landlord upon the expiration or sooner termination of this Lease. However, Landlord shall have the right to require Tenant to remove such improvements, at Tenant's sole cost and expense, upon such termination of this Lease and to surrender the Leased Property in the same condition as it was prior to the making of any or all such improvements, ordinary wear and tear accepted.

**8.05** Tenant will not create or permit to be created or to remain, and will discharge within 15 days from the date of recordation, any mechanic's or materialmen's lien, encumbrance or charge upon fixtures, equipment, or personal property located within the Leased Property.

**8.06 SIGNS.**

A. Existing Signage. Landlord hereby expressly acknowledges and agrees that existing signage has been previously affixed to the Leased Property by Tenant and such existing signage shall require no additional action or approvals. If Tenant desires to affix any additional signage, the Tenant shall comply with the terms of Section 8.06(B). Notwithstanding anything to the contrary set forth herein, Tenant acknowledges and agrees that within Sixty (60) days from the date the Lease is executed the existing fascia and signage used by Tenant shall be replaced with new signage.

B. Additional Signage. The Tenant may affix and maintain upon the glass panes and supports of the show windows and within twelve (12) inches of any window and upon the exterior walls of the building only such additional signs, advertising placards, names, insignia, trademarks and descriptive material as shall have first received the written approval of the Landlord as to size, type, color, location, copy, nature and display qualities. All expenses of which including but not limited to, lettering, plexiglass faces, or any other alterations shall be at the sole cost/expense of the Tenant. Anything to the contrary in this Lease notwithstanding, Tenant shall not affix any sign to the roof of the building. The Tenant may not display or sell merchandise or allow grocery carts or other

*Trop. Rev. 9/16*

8

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similar devices within the control of Tenant to be stored or to remain outside the defined exterior walls and permanent doorways of the Leased Property. Tenant further agrees not to install any additional exterior lighting, amplifiers or similar devices or use in or about the Leased Property any advertising medium which may be heard or seen outside the premises, such as flashing lights, searchlights, loud speakers, phonographs or radio broadcasts. Except as permitted in Section 8.06(A), no additional sign may be erected without the prior written consent of any governmental authority having jurisdiction thereof or without the consent of the Landlord.

#### **SECTION 9. LANDLORD'S REPAIRS.**

Landlord agrees to keep in reasonably good order, condition and repair the foundations, exterior walls and roof of the Leased Property (but excluding exterior and interior of all windows, doors, plate glass, showcases and HVAC) and except for any damage thereto caused by any act or negligence of Tenant or its agents, employees servants, contractors, subtenants, licensees, customers or business invitees. It is an express condition precedent to all obligations of Landlord to repair or maintain and that Tenant shall have notified Landlord in writing of the need for such repairs or maintenance. Landlord shall have a minimum of 30 days to make such repairs. The cost of such work shall be included in the Center's Operating Cost, as such term is hereinafter defined in Section 10.

#### **SECTION 10. OPERATING COSTS, PARKING AND COMMON AREAS.**

**10.01** Tenant, its agents, employees, servants, contractors, subtenants, licensees, customers and business invitees shall have the nonexclusive right, in common with Landlord and all others to whom Landlord has or may hereafter grant rights, to use such common areas of the Center (including, but not limited to, the parking lot per Exhibit G, walkways, and sidewalks) as designated from time to time by Landlord, subject to such reasonable rules and regulations as Landlord may from time to time impose. Tenant agrees that it, its agents, employees, servants, contractors, subtenants and licensees shall abide by such rules and regulations. Landlord may, for a period not to exceed seven (7) days, close any common area to make repairs or changes, to prevent the acquisition of public rights in such areas, or to discourage non-customer parking. Landlord reserves the right to dedicate all or portions of such common areas and other portions of the Center for public utility purposes. Landlord shall maintain, or cause to be maintained, in good condition and repair the common areas and those utility lines serving the Leased Property and located in the common areas of the Center. Landlord may do such other acts in and to the common areas as in its judgment may be desirable. Tenant shall not at any time interfere with the rights of Landlord, other tenants, its and their agents, employees, servants, contractors, subtenants, licensees, customers and business invitees to use any part of the parking lot or other common areas. All parking areas and common areas which Tenant may be permitted to use are to be used under a revocable license, and if any such license is revoked, or if the amount of such area is diminished, Landlord shall not be subject to any liability, nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such revocation or diminution of such areas be deemed constructive or actual eviction.

##### **10.02.1 CENTER'S OPERATING COSTS:**

*Trop. Rev. 9/16*

9

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Throughout the term hereof, Tenant will pay to Landlord monthly in advance in addition to the Base Rent specified in Section 3 hereof, as further additional rent, that portion of the Center's Operating Cost, as hereinafter defined, that the number of square feet of floor area of the Leased Property as described in Section 1 hereof and further shown in Exhibit A-1 and A-2 bears to the total number of square feet of all the floor area of the buildings in the Center, as determined by Landlord in accordance with BOMA standards.

**10.02.2** For the purpose of this Section 10, the term "Center's Operating Cost" is hereby defined to mean the total cost and expense incurred in advertising, operating, equipping, lighting, painting, roofing, paving, repairing and maintaining the Center. Such operating and maintenance costs shall include all costs and expenses of operating and maintaining such areas and facilities in such manner as Landlord may from time to time deem appropriate and for the best interests of the tenants of the Center, including, without limitation, all Impositions as that term is defined in Section 11.03 hereof, providing at Landlord's sole discretion private police protection, security patrol, or night watchmen, including, but not limited to uniforms, fire protection and security alarm systems and equipment, heating and air conditioning (to the extent, if any, Landlord incurs any expense therefor), labor compensation insurance, payroll taxes, materials, supplies, and all other costs whatsoever of operating and repairing, lighting, cleaning, sweeping, painting, striping, removing of rubbish or debris, traffic control, policing and inspecting, supervision, depreciation on or rentals of machinery and equipment, all utility expenses for utilities used in the common areas, costs and expenses for the rental of music program services and loudspeaker systems (if Landlord elects to provide the same), including, but not limited to, furnishing electricity therefor, Landlord's insurance including fire and extended coverage, liability, property damage, vandalism, malicious mischief, earthquake insurance, insurance against liability for defamation and claims of false arrest, and such other insurance in such amounts and covering line hazards deemed appropriate by Landlord, including fidelity bonds, and all costs and reserves for repair of paving (including periodic resurfacing), curbs, walkways, remarking, directional or other signs, landscaping, drainage, lighting facilities, repair and maintenance of the common areas and parking areas, roof repair and maintenance or replacement, costs and expenses of planting, replanting and replacing flowers, shrubbery and other landscaping, and the cost to Landlord of servicing and maintaining any sprinkler system. Without limiting the generality of the foregoing, Landlord shall procure and maintain in full force and effect fire and extended coverage insurance as set forth in Section 12.04 for full replacement value of the Center and all buildings and improvements thereon (other than tenant property which is required to be insured by tenants) and the cost thereof shall be included within "Center's Operating Cost". There shall also be included the cost of personnel to implement any services, as described above, a management fee and an administrative fee not to exceed ten percent (10%) of the total of Center's Gross Income, which fee shall be payable to Landlord or to any other entity which is managing or administering the Center.

**10.02.3** The additional rent provided to be paid in this Section 10 shall be estimated in advance by Landlord and such estimated amount shall be paid in advance by Tenant on the first day of each month without further demand or any deduction or offset whatsoever. The Center's Operating Costs as of the date of this Lease are estimated at **Twenty-Eight Cents (\$0.28)** per square foot per month, and such estimated costs are subject to increase based upon the actual operating costs of the Center. Such additional rent shall be held by Landlord for the payment of the Center's Operating Cost. Except

Trop. Rev. 9/16

10

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for the first such period which may be of greater or lesser duration, Landlord shall ascertain the actual Center's Operating Cost for each period of twelve (12) consecutive calendar months ending on the last day of each year. Tenant shall pay to Landlord on demand the amount, if any, without any deduction or offset, by which Tenant's proportionate share of the actual Center's Operating Cost exceeded the Tenant's proportionate share of the estimated Center's Operation Cost for such twelve (12) month period. The balance, if any, of estimated Center's Operating Cost remaining after the payment of the actual Center's Operating Cost shall be held by Landlord and applied to the next monthly payment of additional rent provided to be paid under this Section 10, and if necessary, each monthly payment thereafter until fully exhausted. Tenant shall not be entitled to receive interest on any additional rent paid hereunder by Tenant.

Landlord shall provide to Tenant within one hundred twenty (120) days after the end of each calendar year an accountant's prepared statement of the Center's Operating Costs.

If any dispute arises as to the amount of any additional rent due hereunder, within sixty (60) days of receipt by the Tenant of such notice of the additional rent due, Tenant shall have the right after reasonable notice to Landlord and at reasonable times to inspect Landlord's accounting records at Landlord's accounting office or other location as may be deemed appropriate by the Landlord and, if after such inspection Tenant still disputes the amount of additional rent owed, a certification as to the proper amount shall be made by Landlord's certified public accountant, which certification shall be final and conclusive. Tenant agrees to pay the cost of such certification unless it is determined that Landlord's original statement overstated the Center's Operating Costs by more than five percent (5%). In the event that such costs were overstated, Landlord will credit Tenant any money that may be due Tenant, to Tenant's next regular monthly CAM payment.

**10.02.4** Landlord may, but shall have no obligation to, from time to time, employ one or more persons or entities to patrol or provide security for the Center. Tenant and its employees shall cooperate with Landlord's security personnel, if any, including those providing Common Area security. Notwithstanding any such activity, Tenant shall have the sole responsibility of providing security for the Leased Property, the persons therein and all vehicles of Tenant and Tenant's employees and customers. Under no circumstances shall Landlord be liable to Tenant or to any other person by reason of any theft, burglary, robbery, assault, trespass, unauthorized entry, vandalism, or any other act of any third person occurring in or about the Center or in the Leased Property. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all losses, liabilities, judgments, costs and expenses (including but not limited to reasonable attorney's fees and any other costs of investigation or defense) which Landlord may suffer by reason of any claim asserted by any person arising out of, or related to, any of the foregoing. To the extent that Landlord elects to provide any patrol or security services, the cost thereof shall be included as part of the Center's Operating Cost.

## **SECTION 11. TAXES**

**11.01** Tenant shall be liable for and shall pay before delinquency (and, upon demand by Landlord, Tenant shall furnish Landlord with satisfactory evidence of the payment thereof) all taxes, fees, and assessments of whatsoever kind of nature, and penalties and interest thereon, if any, levied against the Tenant's property or any other personal property of whatsoever kind and to whomsoever belonging situated or installed in or

*Trop. Rev. 9/16*

11

Initials  
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upon the Leased Property whether or not affixed to the realty. If at any time during the term of this Lease any such taxes are assessed as part of the tax on the land of which the Leased Property is a part, then in such event Tenant shall pay to Landlord the amount of such additional taxes as may be levied against the land by reason thereof.

**11.02** Throughout the term hereof, Tenant will pay to Landlord monthly in advance in addition to all other rental specified herein, as part of Centers Operating Costs per Section 10 thereof, that portion of Impositions, as hereinafter defined, that the number of square feet of floor area in the Leased Property bears to the total number of square feet of all floor area of the buildings including all common area in the Center.

**11.03** For the purposes of this Lease "Impositions" means:

- (a) Any real estate taxes, fees, assessments or other charges assessed against the Center and improvements thereon.
- (b) All personal property taxes on personal property used in connection with the Center and related structures other than taxes payable by Tenant under Section 11 hereof and taxes of the same kind as those described in said Section 11 payable by other tenants in the Center pursuant to corresponding provisions of their leases.
- (c) Any and all taxes, assessments, license fees, and public charges levied, assessed, or imposed and which become payable during the term hereof upon all leasehold improvements, over and above the building shell, whether installed by Landlord or Tenant.
- (d) Any and all environmental levies or charges now in force affecting the Center or any portion thereof, or which may hereafter become effective, including, but not limited to, parking taxes, levies, or charges, employer parking regulations and any other parking or vehicular regulations, levies, or charges imposed by any municipal state or federal agency or authority.
- (e) Any other taxes levied or assessed in addition to or in lieu of such real or personal property taxes.

**11.04** If at any time during the term of this Lease, under the laws of the United States, Nevada or any political subdivision thereof, a tax or excise on rents or other tax (except income tax), however described, is levied or assessed by the United States, Nevada or said political subdivision against Landlord on account of any rent reserved under this Lease, all such tax or excise on rents or other taxes shall be paid by Tenant. Whenever Landlord shall receive any statement or bill for any such tax or shall otherwise be required to make any payment on account thereof, Tenant shall pay the amount due hereunder within ten (10) days after demand therefore accompanied by delivery to Tenant of a copy of such tax statement, if any.

## **SECTION 12. INSURANCE.**

**12.01** Tenant shall, at all times during the term hereof, at its sole cost and expense, procure and maintain in full force and effect a policy or policies of comprehensive public liability insurance issued by an insurance carrier approved by Landlord assuring against loss, damage or liability for injury or death to persons and loss or damage to property occurring from any cause whatsoever in connection with the Leased Property or Tenant's use thereof. Such liability insurance shall be in amounts of not less than One Million Dollars (\$1,000,000.00) for bodily injuries to or death of any one person whomsoever,

*Trop. Rev. 9/16*

12

Initials  
Landlord \_\_\_\_\_  
Tenant \_\_\_\_\_



Two Million Dollars (\$2,000,000.00) for damages to property, including property of Tenant. Tenant and Landlord shall be named as additional insured (and at Landlord's option, any other persons, firms or corporations designated by Landlord shall be additionally named insured) under each such policy of insurance.

**12.02** Tenant shall, at all times during the term hereof, at Tenant's sole cost and expense, procure and maintain in full force and effect special form policy insurance or an all risk policy of property insurance covering and protecting Landlord's and Tenant's personal property, protecting against all risks of physical loss or damage to said property, in, on and servicing the Leased Property, including without limitation, all improvements, Tenant's merchandise, stock in trade, fixtures, equipment, betterments, plumbing, air conditioning and heating units, and all other facilities and equipment, and the personal property of others in Tenant's possession, in, upon, and servicing the Leased Property, and further including such other risks as may from time to time be required to be insured by Landlord. Such insurance shall be in an amount equal to the current replacement value of the aforesaid property required to be insured. Tenant and Landlord, as their interests may appear, shall be the named insured (and at Landlord's option, any other persons, firms or corporations designated by Landlord shall be additionally named insured) under each policy of insurance.

**12.03 CERTIFICATES OF INSURANCE REQUIRED.**

A certificate issued by the Tenants insurance carrier naming the Landlord as a named or additional insured including Landlord's lender, if requested by Landlord, for each policy of insurance required to be maintained by Tenant on or before the commencement date hereof and thereafter, as to policy renewals, within thirty (30) days prior to the expiration of the terms of each such policy. Each of said certificates of insurance and each such policy of insurance required to be maintained by Tenant hereunder shall be from an insurer and in form and substance satisfactory to Landlord and shall expressly evidence insurance coverage as required by this Lease and shall contain an endorsement or provision requiring not less than thirty (30) days written notice to Landlord and all other named insured's prior to the cancellation, diminution in the perils insured against, or reduction of the amount of coverage of the particular policy in question.

**12.04** Landlord shall obtain and carry insurance for fire, extended coverage, vandalism, malicious mischief and other endorsements deemed advisable by Landlord from time to time, insuring all improvements in the "Center", including the Leased Property and all leasehold improvements thereon, therein, and all appurtenances thereto, for the full insurable value thereof, with such deductibles as Landlord deems advisable. Tenant shall pay to Landlord that proportion of the total cost of such insurance as may be procured by Landlord, in accordance with the terms and provisions of Section 10 hereof.

**12.05** Tenant shall not use or occupy, or permit the Leased Property to be used or occupied, in a manner which will increase the rates of fire or any other insurance for the Leased Property or the Center. Tenant shall also not use or occupy, or permit the Leased Property to be used or occupied, in a manner which will make void or voidable any insurance then in force with respect thereto or the Center. If by reason of the failure of Tenant to comply with the provisions of this Section, the fire or any other insurance rates for the Leased Property or the Center be higher than they otherwise would be, Tenant

Trop. Rev. 9/16

13

Initials

Landlord \_\_\_\_\_

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shall reimburse Landlord, as additional rent, on the first day of the calendar month succeeding notice by Landlord to Tenant of said increase, for that part of all insurance premiums thereafter paid by Landlord which shall have been charged because of such failure of Tenant.

**12.06** Tenant hereby waives any and all rights of recovery from Landlord, its officers, agents and employees for any loss or damage, including consequential loss or damage, caused by any period or perils (including negligent acts) enumerated in each form of insurance policy required to be maintained by Tenant hereunder.

**12.07** Each policy of insurance provided for in this Section 12 shall contain an express waiver of any and all rights of subrogation thereunder whatsoever against Landlord, its officers, agent and employees. All such policies shall be written as primary policies and not contributing with or in excess of the coverage, if any, which Landlord may carry. Any other provision contained in this Section 12 or elsewhere in this Lease notwithstanding, the amounts of all insurance required hereunder to be paid by Tenant shall be not less than an amount sufficient to prevent Landlord from becoming a co-insurer.

#### **SECTION 13. UTILITIES.**

**13.01** Tenant shall pay all charges for water, gas, heat, electricity, power, garbage service, air conditioning, telephone service, sewer service charges and sewer rentals charged or attributable to the Leased Property, and all other services or utilities used in, upon or about the Leased Property by Tenant or any of its subtenants, licensees or concessionaires during the term hereof. Landlord shall estimate in advance and Tenant shall pay such actual amounts as additional rent. Tenant shall further be liable for and shall pay to Landlord upon demand any fees, charges, surcharges, taxes or assessments of any kind or nature levied or imposed by any governmental or quasi-governmental body or any public utility which are based upon or imposed as the result of the improvements in the Leased Property. However, such fee, charge, tax or assessment may be denominated (including without limitation any water or sewer connection fee) and whether such fee is imposed on Landlord or Tenant.

**13.02** INTENTIONALLY OMITTED.

#### **SECTION 14. LIENS.**

**14.01** Tenant shall at all times indemnify, save and hold Landlord, the Leased Property and the leasehold created by this Lease free, clear and harmless from any claims, liens, demands, charges, encumbrances, litigation and judgments arising directly or indirectly out of any use, occupancy or activity of Tenant, or out of any work performed, material furnished, or obligations incurred by Tenant in, upon or otherwise in connection with the Leased Property. Tenant shall give Landlord written notice at least ten (10) business days prior to the commencement of any such work on the Leased Property to afford Landlord the opportunity of filing appropriate notices of nonresponsibility. Tenant shall, at its sole cost and expense, within thirty (30) days after filing of any lien of record, obtain the discharge and release thereof. Nothing contained herein shall prevent Landlord, at the cost and for the account of Tenant, from obtaining said discharge and release in the event Tenant fails or refuses to do the same within said thirty (30) day period.

*Trop. Rev. 9/16*

14

Initials  
Landlord \_\_\_\_\_  
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**14.02** Tenant hereby grants to Landlord a lien and security interest on all property of Tenants now or hereafter placed in or upon the Leased Premises, and such property shall be and remain subject to such lien and security interest of Landlord for payment of all rent and other sums agreed to be paid by Tenants herein. The provisions of this paragraph relating to such lien and security interest shall constitute a security agreement under and subject to the Nevada Uniform Commercial Code so that Landlord shall have and may enforce a security interest on all property of Tenants now or hereafter placed in or on the Premises, in addition to and cumulative of the Landlord's liens and rights provided by law or by the other terms and provisions of this Lease. Tenants agree to execute as debtor such financing statement or statements as Landlord now or hereafter may request. Landlord may at its election at any time file a copy of this Lease as a financing statement. Notwithstanding the above, Landlord shall neither sell nor withhold from Tenant, Tenant's business records.

#### **SECTION 15. INDEMNIFICATION.**

**15.01** Tenant hereby covenants and agrees to indemnify, save and hold Landlord, the Leased Property and the leasehold estate created by this Lease free, clear and harmless from any and all liability, loss, costs, expenses, including attorneys' fees, judgments, claims, liens and demands of any kind whatsoever in connection with, arising out of, or by reason of any act, omission or negligence of Tenant, its agents, employees, servants, contractors, subtenants, licensees, customers or business invitees while in, upon, or in any way connected with the Leased Property or the Center or arising from any accident, injury or damage, howsoever and by whomsoever caused, to any person or property whatsoever, occurring in, upon, about or in any way connected with the Leased Property.

**15.02** Landlord shall not be liable to Tenant or to any other person whatsoever for any damage occasioned by falling plaster, electricity, plumbing, gas, water, steam, sprinkler or other pipe and sewage system or by the bursting, running or leaking of any tank, washstand, closet or waste of other pipes, nor for any damages occasioned by water being upon or coming through the roof, skylight, vent, trapdoor or otherwise or for any damage arising from any acts or neglect of co-tenants or other occupants of the Center or of adjacent property or of the public, nor shall Landlord be liable in damages or otherwise for any failure to furnish, or interruption of, service of any utility. Tenant acknowledges that the Center and the Leased Premises are designed with heating, ventilation and air conditioning equipment sufficient to heat or cool the Leased Premises for normal retail use, and that such equipment is not intended for heating or cooling premises in which heat generating machinery (including without limitation computers, freezers, refrigeration units, printing presses, ovens, stoves, excessive lighting) is used by Tenant. Landlord shall not be liable to service any needs of Tenant for such excess HVAC capacity or for any damage to any of Tenant's equipment occasioned thereby.

#### **SECTION 16. SUBORDINATION.**

**16.01** Tenant agrees upon request of Landlord to subordinate this Lease and its rights hereunder to the lien of any mortgage, deed of trust or other encumbrance, together with any renewals, extensions or replacements thereof now or hereafter placed, charged or enforced against the Leased Property, or any portion thereof, or any property of which the

*Trop. Rev. 9/16*

15

Initials  
Landlord \_\_\_\_\_  
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Leased Property is a part, and to execute and deliver at any time, and from time to time, upon demand by Landlord, such documents as may be required to effectuate such subordination, and in the event that Tenant shall fail, neglect or refuse to execute and deliver any such documents to be executed by it, Tenant hereby appoints Landlord, its successors and assigns, the attorney-in-fact of Tenant irrevocably to execute and deliver any and all such documents for and on behalf of Tenant; provided, however, the Tenant shall not be required to effectuate such subordination, nor shall Landlord be authorized to effectuate such subordination on behalf of Tenant, unless the mortgagee or beneficiary named in such mortgage, deed of trust, or other encumbrance shall first agree in writing, for the benefit of Tenant, that so long as Tenant is not in default under any of the provisions, covenants or conditions of this Lease on the part of Tenant to be kept and performed, that neither this Lease nor any of the rights to Tenant hereunder shall be terminated or modified or be subject to termination or modification.

**16.02** In the event that the mortgagee or beneficiary of any such mortgage or deed of trust elects to have this Lease a prior lien to its mortgage or deed of trust, then and in such event, upon such mortgagee's or beneficiary's giving written notice to Tenant to that effect, this Lease shall be deemed prior in lien to such mortgage or deed of trust, whether this Lease is dated prior to or subsequent to the date of recordation of such mortgage or deed of trust.

**16.03** Tenant shall, in the event any proceedings are brought for the foreclosure of the Leased Property, or in the event of exercise of the power of sale under any deed of trust made by Landlord covering the Leased Property, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.

#### **SECTION 17. ASSIGNMENT AND SUBLETTING.**

**17.01** Tenant shall not transfer, assign, mortgage, pledge, hypothecate or encumber this Lease nor the leasehold estate hereby created or any interest herein or sublet the Leased Property or any portion thereof, or license the use of all or any portion of the Leased Property without prior written consent of the Landlord, which consent shall not be unreasonably withheld; provided, however, that Landlord has previously granted Tenant consent to sublet the kitchen area of the Leased Property and Landlord hereby expressly acknowledges and agrees that Tenant shall have the right to sublet such kitchen area as long as kitchen is in compliance with all local government ordinances including the grease trap. Without limiting Landlord's right to withhold consent on any reasonable grounds, Landlord's refusal to consent to any such use shall be deemed to have been reasonably withheld if such proposed use (i) would conflict or compete with any existing use of any portion of the Center or any use proposed to be made of any portion of the Center by a prospective tenant with whom Landlord is negotiating, (ii) would involve any sexually oriented or morally offensive use or business, (iii) would involve emission or creation of any noxious odors, fumes, or substances, (iv) would involve unreasonable noise or public disturbance, either by such proposed assignee or subtenant or its customers, (v) would involve the division of the Leased Property into more than one business, (vi) would be prohibited by, or cause Landlord to be in default (whether immediately or by the giving of notice or the passage of time or both) of any other lease, contract or agreement, (vii) would in Landlord's judgment, materially increase or alter the demand for parking within the Center, (viii) would be made by a person or entity

*Trop. Rev. 9/16*

16

Initials

Landlord \_\_\_\_\_

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whose financial strength is not acceptable to Landlord, or (ix) would be made by a person or entity which, in Landlord's reasonable judgment, lacks sufficient experience or expertise to successfully, properly, and continuously conduct such proposed use or activity. The consent by Landlord to any matter or event requiring Landlord's consent shall not constitute a waiver of the necessity for such consent to any subsequent matter or event. Tenant shall pay in advance and upon request by Landlord all costs, expenses and reasonable attorney's fees that may be incurred or paid by Landlord in processing, documenting or administering any request of Tenant for Landlord's consent required or sought pursuant to this Section. If this Lease be assigned, or if the Leased Property or any part thereof be sublet or occupied by anybody other than Tenant, Landlord may collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this Section, or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. If Tenant is a corporation, limited liability company, or a partnership, the issuance of any additional stock and/or the transfer, assignment of hypothecation of any stock or interest in such corporation, limited liability company, or partnership in the aggregate in excess of twenty five percent (25%) of such interests, as the same may be constituted as of the date of this Lease, shall be deemed an assignment within the meaning of this Section 17.

**17.02** In the absence of an express agreement in writing to the contrary, executed by Landlord, no assignment, mortgage, pledge, hypothecation, encumbrance, subletting or license hereof or hereunder shall act as a release of Tenant from any of the terms, covenants and conditions of this Lease on the part of Tenant to be kept and performed.

**17.03** The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation hereof, or the termination of this Lease by Landlord pursuant to any provision contained herein, shall not work as a merger, but at the option of Landlord, shall either terminate any or all existing subleases or subtenancies, or operate as an assignment to the Landlord of any and all such subleases or subtenancies.

#### **SECTION 18. INSOLVENCY AND DEATH.**

It is understood and agreed that neither this Lease nor any interest herein or hereunder, nor any estate hereby created in favor of Tenant, shall pass by operation of law under any state or federal insolvency, bankruptcy or inheritance act, or any similar law now or hereafter in effect, to any trustee, receiver, assignee for the benefit of creditors, heir, legatee, devisee, or any other person whomsoever without the express written consent of Landlord first had and obtained therefor.

#### **SECTION 19. CONDEMNATION.**

**19.01** Should the whole or any part of the Leased Property be condemned or taken by a competent authority for any public or quasi-public purpose, all awards payable on account of such condemnation and taking shall be payable to Landlord, and Tenant hereby waives any and all interest therein.



**19.02** If the whole of the Leased Property shall be so condemned and taken, then this Lease shall terminate upon such taking. If greater than one-third (1/3) of the floor space of the Leased Property is condemned or taken or if by reason for any condemnation or taking the remainder of the Leased Property is not one undivided parcel, and if the remaining portion thereof will not be reasonably adequate for the operation of Tenant's business after Landlord completes such repairs or alterations as Landlord elects to make, either Landlord or Tenant shall have the option to terminate this Lease by notifying the other party hereto of such election in writing within twenty (20) days after such taking. If by such condemnation and taking one-third (1/3) or less of the Leased Property is taken and the remaining part hereof is suitable for the purposes for which Tenant has leased said premises, this Lease shall continue in full force and effect, but the minimum rent shall be reduced in an amount equal to that proportion of the minimum rent which the floor space of the portion taken bears to the total floor space of the Leased Property. In the event a partial taking does not terminate this Lease, Tenant, at Tenant's expense, shall make repairs and restorations to the remaining premises of the nature of Tenant's Work required by Exhibit C and shall also repair or replace its stock in trade, fixtures, furniture, furnishings, floor coverings and equipment and if Tenant has closed shall promptly reopen for business. If any part of the Center other than the Leased Property shall be so taken or appropriated, Landlord shall have the right, at its option, to terminate this Lease by notifying Tenant within six (6) months of such taking.

**19.03** For the purposes hereof, a deed in lieu of condemnation shall be deemed a taking.

#### **SECTION 20. DESTRUCTION OF PREMISES.**

**20.01** In the case of the total destruction of the Leased Property, or any portion thereof substantially interfering with Tenant's use of the Leased Property, whether by fire or other casualty, not caused by the fault or negligence of Tenant, its agents, employees, servants, contractors, subtenants, licensees, customers or business invitees, this Lease shall terminate except as herein provided. If Landlord notifies Tenant in writing within forty-five (45) days of such destruction of Landlord's election to repair said damage, and if Landlord proceeds to and does repair such damage with reasonable dispatch, this Lease shall not terminate, but shall continue in full force and effect, except that Tenant shall be entitled to a reduction in the minimum rent in an amount equal to that proportion of the minimum rent which the number of square feet of floor space in the unusable portion bears to the total number of square feet of floor space in the Leased Property. Said reduction shall be prorated so that the minimum rent shall only be reduced for those days any given area is actually unusable. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by labor disputes, civil commotion, war, warlike operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental, regulations or control, fire or other casualty, inability to obtain any materials or services, acts of God and other causes beyond Landlord's control. If this Lease is terminated pursuant to this Section 20 and if Tenant is not in default hereunder, Base Rent shall be prorated as of the date of termination, any security deposited with Landlord shall be returned to Tenant, and all rights and obligations hereunder shall cease and terminate.

**20.02** Notwithstanding the foregoing provisions, in the event the Leased Property, or any portion thereof, shall be damaged by fire or other casualty due to the fault or negligence

*Trop. Rev. 9/16*

18

Initials  
Landlord \_\_\_\_\_  
Tenant \_\_\_\_\_

of Tenant, its agents, employees, servants, contractors, subtenants, licensees, customers or business invitees, then, without prejudice to any other rights and remedies of Landlord, this Lease shall not terminate, the damage shall be repaired by Tenant, and there shall be no apportionment or abatement of any rent.

**20.03** In the event of any damage not limited to, or not including, the Leased Property, such that the building of which the Leased Property is a part is damaged to the extent of twenty-five percent (25 %) or more of the cost of replacement, or the buildings (taken in the aggregate) of the Center owned by Landlord shall be damaged to the extent of more than twenty-five percent (25 %) of the aggregate cost of replacement, Landlord may elect to terminate this Lease upon giving notice of such election in writing to Tenant within ninety (90) days after the occurrence of the event causing the damage.

**20.04** The provisions of this Section 20 with respect to repair by Landlord shall be limited to such repair as is necessary to place the Leased Property in the condition specified for the Landlord Improvement Work by Exhibit C and when placed in such condition the Leased Property shall be deemed restored and rendered tenantable, promptly following which time Tenant, at Tenant's expense, shall perform Tenant's Work required by Exhibit C and Tenant shall also repair or replace its stock in trade, fixtures, furniture, furnishings, floor coverings and equipment, and if Tenant has closed, Tenant shall promptly reopen for business.

**20.05** All Insurance proceeds payable under any fire and extended coverage risk insurance shall be payable solely to Landlord and Tenant shall have no interest therein. Tenant shall in no case be entitled to compensation for damages on account of any annoyance or inconvenience in making repairs under any provisions of this Lease. Except to the extent provided for in this Section 20, neither the rent payable by Tenant nor any of Tenant's other obligations under any provision of this Lease shall be affected by any damage to or destruction of the Leased Property or any portion thereof by any cause whatsoever.

## **SECTION 21. RIGHT OF ACCESS.**

**21.01** Landlord and its authorized agents and representatives shall be entitled to enter the Leased Property at any reasonable time for the purpose of observing, posting or keeping posted thereon notices provided for hereunder, and such other notices as Landlord may deem necessary or appropriate for protection of Landlord, its interest or the Leased Property; for the purpose of inspecting the Leased Property or any portion thereof; and for the purpose of making repairs to the Leased Property or any other portion of the Center and performing any work therein or thereon which Landlord may elect or be required to make hereunder, or which may be necessary to comply with any laws, ordinances, rules, regulations or requirements of any public authority or any applicable standards that may, from time to time, be established by the National Board of Fire Underwriters or any similar body, or which Landlord may deem necessary or appropriate to prevent waste, loss, damage or deterioration to or in connection with the Leased Property or any other portion of the Center or for any other lawful purpose. Landlord shall have the right to use any means which Landlord may deem proper to open all doors in the Leased Property in an emergency. Entry into the Leased Property obtained by Landlord by any such means shall not be deemed to be forcible or unlawful entry into, or

*Trop. Rev. 9/16*

19

Initials  
Landlord \_\_\_\_\_  
Tenant \_\_\_\_\_

a detainer of the Leased Property, or an eviction of Tenant from the Leased Property or any portion thereof. Nothing contained herein shall impose or be deemed to impose any duty on the part of Landlord to do any work or repair, maintenance, reconstruction or restoration, which under any provision of this Lease is required to be done by Tenant; and the performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to do the same.

**21.02** Landlord may, during the progress of any work on the Leased Property, keep and store upon the Leased Property all necessary materials, tools and equipment. Landlord shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business or quiet enjoyment, or other damage or loss to Tenant by reason of making any such repairs or performing any such work upon the Leased Property, or on account of bringing materials, supplies and equipment into, upon or through the Leased Property during the course thereof, and the obligations of Tenant under this Lease shall not thereby be affected in any manner whatsoever. Landlord shall, however, in connection with the performance of such work, cause as little inconvenience, disturbance or other damage or loss to Tenant as may be reasonably possible under the circumstances.

**21.03** Landlord, and/or its authorized agents and representatives, shall be entitled to enter the Leased Property at all reasonable times for the purpose of exhibiting the same to prospective purchasers and, during the final year of the term of this Leases, Landlord shall be entitled to exhibit the Leased Property for lease and post signs therein announcing the same.

#### **SECTION 22. EXPENDITURES BY LANDLORD.**

Whenever under any provision of this Lease, Tenant shall be obligated to make any payment or expenditure, or to do any act or thing, or to incur any liability whatsoever, and Tenant fails, refuses or neglects to perform as herein required, Landlord shall be entitled, but shall not be obligated, to make any such payment or to do any such act or thing, or to incur any such liability, all on behalf of and at the cost and the account of Tenant. In such event, the amount thereof with interest thereon at which of (i) eighteen percent (18 %) per annum or (ii) the maximum rate permitted by law shall constitute and be collectable as additional rent on demand.

#### **SECTION 23. OFFSET STATEMENT.**

Tenant agrees that within fifteen (15) days of any demand therefor by Landlord, Tenant will execute and deliver to Landlord a recordable certificate stating that this Lease is in full force and effect, such defenses or offsets as are claimed by Tenant, if any, the date to which all rentals have been paid, and such other information concerning the Lease, the Leased Property and Tenant as Landlord or said designee may reasonably require.

#### **SECTION 24. DEFAULT.**

**24.01** Tenant's compliance with each and every covenant and obligation hereof on its part to be performed hereunder is a condition precedent to each and every covenant and obligation of Landlord hereunder. Landlord shall have all the rights and remedies provided in this Section or elsewhere herein, in the event that:

*Trop. Rev. 9/16*

20

Initials  
Landlord\_\_\_\_  
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- (a) Tenant shall default in the payment of any sum of money required to be paid hereunder and such default continues for five (5) days after the due date therefor; or
- (b) Tenant shall default in the performance of any other term, covenant or condition of this Lease on the part of Tenant to be kept and performed and such default continues for ten (10) days after written notice thereof from Landlord to Tenant; provided, however, that if the default complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said ten (10) day period, then such default shall be deemed to be rectified or cured if Tenant shall, within said ten (10) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence, and in any event, within forty (40) days from the date of giving of such notice; or
- (c) Tenant should vacate or abandon the Leased Property during the term of this Lease; or
- (d) There is filed any petition in bankruptcy or Tenant is adjudicated as a bankrupt or insolvent, or there is appointed a receiver or trustee to take possession of Tenant or of all or substantially all of the assets of Tenant, or there is a general assignment by Tenant for the benefit of creditors, or any action is taken by or against Tenant under any state or federal insolvency or bankruptcy act, or any similar law now or hereafter in effect, including, without limitation, the filing of execution or attachment against Tenant, and such levy continues in effect for a period of twenty (20) days. The provisions of this subsection (d) shall also apply to any guarantor of this Lease or occupant of the Leased Property.

**24.02** In the event of a default as designated in this Section or elsewhere herein, in addition to any other rights or remedies provided for herein or at law or in equity, Landlord, at its sole option, shall have the following rights:

- (a) The right to declare the term of this Lease ended, to re-enter the Leased Property and take possession thereof, and to terminate all of the rights of Tenant in and to the Leased Property; or
- (b) The right without declaring the term of this Lease ended, to re-enter the Leased Property and to occupy the same, or any portion thereof, for and on account of Tenant as hereinafter provided, applying any moneys received first to the payment of such expenses as Landlord may have paid, assumed or incurred in recovering possession of the Leased Property, including costs, expenses, attorneys' fees, and expenditures placing the same in good order and condition, or preparing or altering the same for re-letting, and all other expenses, commissions and charges paid, assumed or incurred by Landlord in or in connection with re-letting the Leased Property and then to the fulfillment of the covenants of Tenant. Any such re-letting as provided for herein may be for the remainder of the term of this Lease or for a longer or shorter period. Such re-letting shall be for such rent and on such other terms and conditions as Landlord, in its sole discretion, deems appropriate. Landlord may execute any lease made pursuant to the terms hereof either in Landlord's own name or in the name of Tenant, or assume Tenant's interest in and to any existing subleases to any tenant of the Leased Property, as Landlord may see fit, and Tenant shall have no right or authority whatsoever to collect any rent from such tenants, subtenants, licensees or concessionaires on the Leased Property. In any case, and whether or not the Leased Property or any part thereof be re-let, Tenant, until the end of what would have been the term of this Lease in the absence of such default and whether or not the Leased Property or any part thereof shall have been re-let, shall be liable to Landlord and shall pay to Landlord

*Trop. Rev. 9/16*

21

Initials  
Landlord \_\_\_\_\_  
Tenant \_\_\_\_\_



monthly an amount equal to the amount due as rent hereunder, less the net proceeds for said month, if any, of any re-letting effected for the account of Tenant pursuant to the provisions of this paragraph, after deduction all of Landlord's expenses in connection with such re-letting, including, without limitation, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, expenses of employees, alteration costs, and expenses of preparation for such re-letting (all said costs are cumulative and shall be applied against proceeds of re-letting until paid in full). Landlord reserves the right to bring such actions for the recovery of any deficits remaining unpaid by Tenant to Landlord hereunder as Landlord may deem advisable from time to time without being obligated to await the end of the term hereof for a final determination of Tenant's account and the commencement or maintenance of one or more actions by Landlord in this connection shall not bar Landlord from bringing any subsequent actions for further accruals pursuant to the provisions of this Section 25; or

(c) The right, even though it may have re-let all or any portion of the Leased Property in accordance with the provisions of subparagraph (b) of this Section, to thereafter at any time elect to terminate this Lease for such previous default on the part of Tenant, and to terminate all of the rights of Tenant in and to the Leased Property.

**24.03** For the purposes of determining the percentage rental which would be payable to Landlord by Tenant hereunder subsequent to Tenant's default, the percentage rental for each month of the unexpired term hereof shall be deemed to be an amount equal to the average, computed on and adjusted to a monthly basis, of the percentage rental paid or payable by Tenant to Landlord hereunder annually during the three (3) years immediately preceding the date of default.

**24.04** If there shall not have been three (3) years immediately preceding the date of default, the amount of percentage rental which would have been paid or payable to Landlord each month throughout the term of this Lease if Tenant had not defaulted shall be whichever of the following sums is the greater:

- (a) A sum equal to twenty percent (20%) of the minimum monthly rental; or
- (b) Amount equal to the average, computed on and adjusted to a monthly basis, of the total percentage rental paid by Tenant for the period from the commencement date to the time of default.

**24.05** In any action brought by Landlord to enforce any of its rights under or arising from this Lease, the prevailing party shall be entitled to receive its costs and legal expenses, including reasonable attorneys' fees, whether such action is prosecuted to judgment or not. The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use of occupancy of the Leased Property, and/or any claim of injury or damage. In the event Landlord commences any proceedings for non-payment of any rent, Tenant will not interpose any counterclaim of whatever nature or description in any such proceedings. This shall not, however, be construed as a waiver of the Tenant's right to assert such claims in any separate action or actions brought by Tenant.

**24.06** The waiver by Landlord of any default or breach of any of the terms, covenants or conditions hereof on the part of Tenant to be kept and performed shall not be a waiver of

*Trop. Rev. 9/16*

22

Initials  
Landlord\_\_\_\_  
Tenant\_\_\_\_

any preceding or subsequent breach of the same or any other term, covenant or condition contained herein. The subsequent acceptance of rent or any other payment hereunder by Tenant to Landlord shall not be construed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease other than the failure of Tenant to pay the particular rental or other payment or portion thereof so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rental or other payment. No payment by Tenant or receipt by Landlord of a lesser amount than the rent herein provided shall be deemed to be other than on account of the earliest rent due and payable hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept any such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease. This Section 24.06 may not be waived.

#### **SECTION 25. QUIET POSSESSION.**

Tenant, upon paying the rentals and other payments herein required from Tenant, and upon Tenant's performance of all of the terms, covenants and conditions of this Lease on its part to be kept and performed, may quietly have, hold and enjoy the Leased Property during the term of this Lease without any disturbance from Landlord or from any other person claiming through Landlord. Landlord may not take any actions or omissions that would discriminate or harass the tenant.

#### **SECTION 26. SALE BY LANDLORD.**

In the event of any sale or exchange of the Leased Property by Landlord, Landlord shall be and is hereby relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease, arising out of any act, occurrence or omission relating to the Leased Property occurring after the consummation of such sale or exchange. Tenant agrees to attorn to such purchaser or grantee. Landlord must provide written notice thirty (30) days before closing date.

#### **SECTION 27. DEFAULT BY LANDLORD.**

It is agreed that in the event Landlord fails or refuses to perform any of the provisions, covenants or conditions of this Lease on Landlord's part to be kept or performed, that Tenant, prior to exercising any right or remedy Tenant may have against Landlord on account of such default, shall give written notice to Landlord of such default, specifying in said notice the default with which Landlord is charged and Landlord shall not be deemed in default if the same is cured within thirty (30) days of receipt of said notice. Notwithstanding any other provision hereof, Tenant agrees that if the default complained of in the notice provided for by this Section 28 is of such a nature that the same can be rectified or cured by Landlord, but cannot with reasonable diligence be rectified or cured within said thirty (30) day period, then such default shall be deemed to be rectified or cured if Landlord within said thirty (30) day period shall commence the rectification and curing thereof and shall continue thereafter with all due diligence to cause such rectification and curing to proceed.

## SECTION 28. SERVICE OF NOTICES.

**28.01** Any and all notices and demands by or from Landlord to Tenant, or by or from Tenant to Landlord, required or desired to be given hereunder shall be in writing and shall be validly given or made if served either (1) in any manner provided for service as allowed by Nevada law; (2) personally, which shall include service or delivery by commercial courier; (3) if deposited in the United States mail, certified or registered, postage pre-paid, return receipt requested; or (4) via facsimile or email transmission. If such notice or demand be served by registered or certified mail in the manner provided, service shall be conclusively deemed given five (5) days after mailing or upon receipt, whichever is sooner. If such notice or demand be served via facsimile or email transmission in the manner provided, service shall be conclusively deemed given on the date of the facsimile or email transmission.

**28.02** Any notice or demand to Landlord shall be addressed to Landlord at: Tropicana Investments, LLC, P.O. Box 50170, Lighthouse Point, FL 33074, Attn: Jeff Chauncey, Mgr; facsimile: 866-608-4308; email: JBCHAUNCEY@BELLSOUTH.NET.

**28.03** Any notice or demand to Tenant shall be addressed to Tenant at: 3430 E. Tropicana Avenue, Suite(s) 27-29, Las Vegas, NV 89121, Attn: Jeffrey Vincent; facsimile: \_\_\_\_\_; email: \_\_\_\_\_.

**28.04** Any party hereto may change its address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the other party hereto, which notice of change of address shall not become effective, however, until the actual receipt thereof by the other party.

## SECTION 29. FORCE MAJEURE.

Whenever a day is appointed herein on which, or a period of time is appointed in which, either party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from, or is unreasonably interfered with, the doing or completion of such act, matter or thing because of labor disputes, civil commotion, war, warlike operation, sabotage, governmental regulations or control, fire or other casualty, inability to obtain any materials, or to obtain fuel or energy, weather or other acts of God, or other causes beyond such party's reasonable control (financial inability excepted); provided, however, that nothing contained herein shall excuse Tenant from the prompt payment of any rent or charge required of Tenant hereunder.

## SECTION 30. REMEDIES CUMULATIVE.

The various rights, options, elections and remedies of Landlord contained in this Lease shall be cumulative and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law and not expressly waived in this Lease.



#### SECTION 31. SUCCESSORS AND ASSIGNS.

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The terms, provisions, covenants and conditions contained in this Lease shall apply to, bind and inure to the benefit of the heirs, executors, administrators, legal administrators, legal representatives, successors and assigns (where assignment is permitted) of Landlord and Tenant, respectively, administrators, legal representatives, successors and assigns (where assignment is permitted) of Landlord and Tenant, respectively.

#### SECTION 32. PARTIAL INVALIDITY.

If any term, covenant or condition of this Lease, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, covenants and conditions of this Lease, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

#### SECTION 33. TIME OF THE ESSENCE.

Time is of the essence of this Lease and all of the terms, covenants and conditions hereof.

#### SECTION 34. ENTIRE AGREEMENT.

This Lease contains the entire agreement between the parties and cannot be changed or terminated orally.

#### SECTION 35. NO PARTNERSHIP.

Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant. Neither the method of computation of rent nor any other provisions contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of Landlord and Tenant.

#### SECTION 36. BROKERS.

Tenant warrants that it has had no dealings with any broker or agent in connection with this Lease, except **Commercial Investment Real Estate Services** (Landlord Agent) and covenants to pay, hold harmless and indemnify Landlord from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Lease or the negotiation thereof.

#### SECTION 37. MISCELLANEOUS.

**37.01** The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference to this Lease and in no way whatsoever define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.



**37.02** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution or substitutions.

**37.03** The laws of the state in which the Center is located shall govern the validity, construction, performance and effect of this Lease.

**37.04** Whenever in this Lease any words of obligation or duty are used in connection with either party, such words shall have the same force and effect as though framed in the form of express covenants on the part of the party obligated.

**37.05** In the event Tenant now or hereafter shall consist of more than one person, firm or corporation, then and in such event, all such persons, firms or corporations shall be jointly and severally liable as Tenant hereunder.

**37.06** The submission of this Lease for examination does not constitute a reservation of or option for the Leased Property and this Lease becomes effective as a Lease only upon execution and delivery thereof (including execution, initialing and attaching all exhibits) by Landlord and Tenant.

**37.07** Should any claim or lien be filed against the Leased Property, or any action or proceeding be instituted affecting the title to the Leased Property, Tenant shall give Landlord written notice thereof as soon as Tenant obtains actual or constructive knowledge thereof.

**37.08** This Lease shall not be construed either for or against Landlord or Tenant, but this Lease shall be interpreted fairly and in accordance with the general tenor of its language.

**37.09** If Tenant is other than one or more natural persons, then each natural person purporting to execute this Lease on behalf of Tenant represents and warrants to Landlord that he has the authority to cause the named Tenant to be bound hereby.

**SECTION 38. PRIVACY CLAUSE.**

Inconsideration of Landlord's covenants and agreements hereunder, Tenant hereby covenants and agrees not to disclose any terms, covenants or conditions of this lease to any other party without the prior written consent of Landlord except to Tenant's accountants, attorney and other advisors and as required by law or court order.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

**LANDLORD:**  
**Tropicana Investments, LLC**  
a California Limited Liability Company

By: \_\_\_\_\_  
Jeffrey Chauncey, Manager

Date: \_\_\_\_\_  
Trop. Rev. 9/16

**TENANT:**  
**JSJBD CORP,**  
a Nevada Corporation

By: \_\_\_\_\_  
Stuart R. Vincent, President

Date: \_\_\_\_\_  
Initials  
Landlord \_\_\_\_\_  
Tenant \_\_\_\_\_

**EXHIBIT "A"**

*Trop. Rev. 9/16*

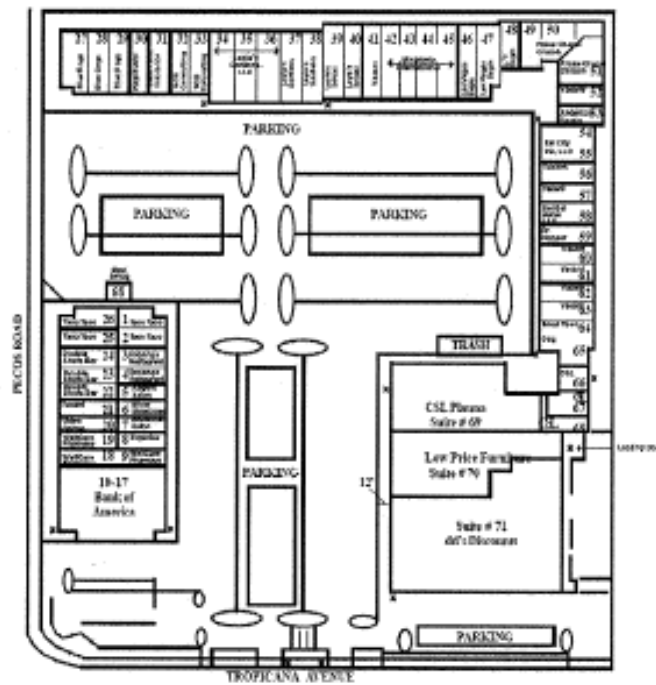
27

Initials  
Landlord\_\_\_\_  
Tenant\_\_\_\_

TROP 463

RA 363

Tropicana Plaza Shopping Center  
Exhibit A - Site Plan



**Exhibit A- 1 -- Legal Description**

DESCRIPTION

All that real property situated in The County Of Clark, State Of Nevada bounded and described as follows:

PARCEL 1:

The south one half (s ½) of the southwest quarter (sw 1/4) of the southwest quarter (sw 1/4) of the southwest quarter (sw 1/4) of section 19, Township 21 south, Range 62 east, M.D.M. ( Government Lot 35)

Excepting therefrom the interest in and to the west 50 feet and the south 50 feet thereof as conveyed to The County Of Clark, State Of Nevada, by deed recorded March 22, 1973 as document No. 270930 of official records.

Further excepting that certain spandrel area as conveyed to The County Of Clark, State Of Nevada, by deed recorded July 25, 1973 as document No. 308047, official records.

Further excepting that certain spandrel area as conveyed to The County Of Clark, State Of Nevada, by deed recorded March 22, 1974 as document No. 370085 of official records.

PARCEL 2:

The north one half ( n ½ ) of the southwest quarter (sw 1/4) of the southwest quarter (sw 1/4) of the southwest quarter (sw 1/4) of section 19, Township 21 south, Range 62 east, M.D.M. ( Government Lot 34)

Excepting therefrom the interest in and to the west 50 feet thereof as conveyed to The County Of Clark , State Of Nevada< by deed recorded March 22, 1973 as document No. 270930 of official records.



**EXHIBIT B**

**COMMENCEMENT DATE**

The commencement date of that Lease by and between Tropicana Investments, LLC, as Landlord and JSJBD CORP, a Nevada Corporation as Tenant was the 1<sup>st</sup> day of September, 2016.

**LANDLORD:**  
**Tropicana Investments, LLC**  
a California Limited Liability Company

**TENANT:**  
**JSJBD CORP,**  
a Nevada Corporation

By: \_\_\_\_\_  
**Jeffrey Chauncey, Manager**

By: \_\_\_\_\_  
Stuart R. Vincent, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT C**

### **DESCRIPTION OF WORK**

Landlord hereby acknowledges that an exterior store front design currently exists at the Leased Property. Should Tenant request any changes to the exterior store front design, finish or construction, such changes may only be completed upon written approval by Landlord. **EXHIBIT C - Cont.**

Any additional charges, expenses, or costs arising by reason of any subsequent change, modification, or alteration, prior to its performance of any work in the Leased property shall be borne by Tenant; provided, however, that Landlord shall bear the costs of any structural modification or any other modification that may be required by any applicable law, rule, regulation, ordinance, code or other legally enforceable requirement. No such changes, modifications, or alterations in said approved Plans and Specs can be made without the written consent of the Landlord after the written request thereof by the Tenant. Tenant shall bear the costs for any trade fixture or personal property Tenant installs in the Leased Property.

Upon completion of said Leased Property in accordance with the approved Plans and Specs and upon delivery to and possession by Tenant, the Tenant will accept the Leased Property in the condition which it may then be and waives any right or claim against the Landlord for any cause, directly or indirectly, arising out of the condition of the Leased Property, appurtenances thereto, the improvements thereon and the equipment thereof; and Tenant shall thereafter save and hold harmless the Landlord from any and all liability.

#### **I. WORK DONE BY LANDLORD AT LANDLORD'S EXPENSE.**

**NONE**, Tenant shall accept the Leased Property in its current Condition.

#### **II. WORK DONE AT TENANT'S EXPENSE**

**NONE**, except replacement of exterior signage.

## Tropicana Plaza

### EXHIBIT D

#### RULES AND REGULATIONS

Tenant agrees as follows:

##### LOADING & UNLOADING:

1. All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances designated for such purposes by Landlord. The delivery or shipping of merchandise, supplies and fixtures to and from the Leased Property shall be done only during normal business hours unless prior approval is obtained in advance from Landlord in writing.

##### ANTENNAS:

2. No radio, television, antenna(e), aerial, dish, receiving or transmission apparatus or other similar device shall be installed in the Leased Property without first obtaining in each instance Landlord's consent in writing, which written consent shall not be unreasonably withheld and shall be delivered to Tenant within fifteen (15) days of receipt of such request. Likewise, no radio, television, antenna(e), aerial, dish, receiving or transmission apparatus shall be erected on the roof or exterior walls of the Leased Property or in the Center, without in each instance, the written consent of Landlord. Any such device so installed without such written consent shall be subject to removal by Landlord without notice at Tenant's expense.

##### ADVERTISING:

3. Tenant shall not, without the written consent of Landlord, which written consent shall not be unreasonably withheld and shall be delivered to Tenant within fifteen (15) days of receipt of such request, use in or about the Leased Property any advertising or promotional media such as searchlights, loud speakers, phonographs, or other similar visual or audio media which can be seen or heard in or outside the Center. Tenant shall refrain from keeping, displaying or selling any merchandise or any object outside of the interior of the Leased Property or in any portion of any sidewalks, walkways or other part of the Center.

##### EXTERIOR MAINTENANCE:

4. The exterior areas immediately adjoining the Leased Property, as hereinafter specified, shall be kept clean and free from dirt and rubbish by Tenant, and Tenant shall not place or permit any obstructions or merchandise in such areas which impede access to the Leased Premises or the Center. Exterior areas which are "immediately adjoining" the Leased Property shall consist of the sidewalk or other paved areas which directly abut the Leased Property and extends only to the boundaries of the Leased Property. Landlord shall notify Tenant in writing of a violation of the aforesaid terms, and Tenant shall correct any such violations within ten (10) days of receipt of such notice. All garbage, including wet garbage, refuse or trash shall be placed by Tenant in the receptacles provided by Landlord for such purpose. Tenants and their authorized representatives shall not throw cigar or cigarette butts or other substances or litter or any kind in or about the Center, except in appropriate receptacles placed for such purpose, and Tenant shall make commercially reasonable efforts to direct its guests and invitees to dispose of such items in the designated receptacles. All boxes are to be broken down as to lay flat within the trash container. Tenant shall not burn any trash or garbage of any kind in or about the Leased Property or the Center.

In the event that any Tenant shall fail to remedy such a health or fire hazard or nuisance within ten (10) days after receipt of written notice by Landlord, Landlord may remedy and or correct such health or fire hazard or nuisance at the expense of the Tenant.

##### PARKING:

5. Tenant and Tenant's employees shall park their cars only in those parking areas which may be designated for such purpose by Landlord. No person shall use any automobile parking area except for the parking of motor vehicles during the period of time such person or occupants of such vehicle are customers or business invitees of the retail service and restaurant establishments within the Center. No vehicle of Tenant shall be parked longer than a 48 hour period. No recreational vehicles or trucks larger than a pick-up truck shall be parked in common parking areas by Tenant or their employees for longer than a 24 hour period. All motor vehicles shall be parked in an orderly manner within the painted lines defining the individual parking places. During peak periods of business activity, additional limitations may be imposed as to the length of time for parking use. Such limitations may be made in specified areas. Tenant and Tenant's employees and agents shall not solicit business in the parking areas or other common areas, nor shall Tenant distribute any handbills or other advertising matter in or on automobiles or other vehicles parked in the parking area or in other common areas.

Trop. Rev. 9/76

32

Initials  
Landlord \_\_\_\_\_  
Tenant \_\_\_\_\_

Consent [X] Not Consent [ ]

**EXHIBIT D - Cont.**

**PLUMBING:**

6. The plumbing facilities shall not be used for any other purpose than that for which they are specifically constructed, and no foreign substance of any kind shall be deposited therein. The expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by the Tenant whose employees, agents, servants, customers or invitees shall have caused it. Any Tenant whose Leased Property is served by a grease trap shall be responsible for keeping it clean and free of grease at all times; if any stoppage should occur or the grease traps should not be kept clean, Landlord shall notify Tenant in writing of such stoppage, whereupon Tenant shall have fifteen (15) days to correct the stoppage or clean the grease traps. If Tenant has not made efforts to correct the stoppage or clean the grease traps within the designated period, Landlord may cause such stoppage to be removed or such cleaning to occur, the actual cost for which shall be at the expense of Tenant.

**PESTS & PETS:**

7. Tenant shall keep the Leased Property free from pests and vermin. No pets or animals, except service animals and seeing eye dogs, shall be allowed in or about the Leased Property and the Center, without Landlord's written approval.

**NOISES:**

8. Tenant shall not make noises, cause disturbances, or create odors which may be offensive to Landlord or to other Tenants of the Center or their employees, agents, servants, customers or invitees.

**WINDOW DISPLAY & ADVERTISING:**

9. No portion of the Leased Property or the Center shall be used for sale or display of any obscene, pornographic, so-called "adult" or other offensive merchandise or activities. All signs or window painting must be approved first by Landlord in writing, and provided Landlord's consent is obtained, must be professionally done.

**ROOF:**

10. Neither Tenant nor any employees of any Tenant, except those vendors that may be required from time to time to service or replace Tenants HVAC or other Tenant equipment located on the roof, shall go upon roof of the Center without the prior written consent of Landlord. Any damage caused to the roof or building by Tenant or Tenant's vendors shall be repaired at Tenant's expense.

**SIGNS:**

11. Landlord hereby expressly acknowledges and agrees that any signs, placards, pictures, advertisement, name, notice or other object or thing visible to public view which are currently existing at, in, on, or about the Leased Property shall not be subject to the terms of this Section 11. With respect to any additional signage, without Landlord's written consent first being obtained, no sign, placard, picture, advertisement, name, notice or other object or thing visible to public view shall be installed or displayed on the exterior or in the interior of the Leased Property. Landlord shall have the right to remove, at Tenant's expense and without notice, any sign installed or displayed in violation of this rule.

Tenant shall, at its expense, and after first obtaining Landlord's written consent, erect a sign on the exterior of the Leased Property within thirty (30) days from date of occupancy. Said sign shall be of such size, shape, materials and design as may be prescribed by Landlord. Tenant shall be required to properly maintain its sign, including making prompt repairs of any nature through the term. All exterior signs will be lit from dusk 'til dawn or as Landlord may otherwise designate. No awning, shade, window blackout film or signs, whether painted or permanent shall be affixed or installed over or in the show windows or on the exterior of the Leased Property.

It is the Tenant's responsibility to maintain all business signs. All lettering must comply with the sign criteria and be approved by the Landlord prior to installation.

Any existing signs that have not been authorized are subject to removal, with no signs of any type being permitted without the prior written consent of the Landlord.

No banners, flags, or any other types of advertising may be hung from the overhang in front of the Leased Property without first complying with any Landlord criteria and without first obtaining Landlord's consent.

Trop Rev 9/16

33

Initials  
Landlord \_\_\_\_\_  
Tenant \_\_\_\_\_



**EXHIBIT D - Cont.**

Under no circumstances is the use of "A" frame signs, banners or other temporary signs permitted on windows, sidewalks, landscaped areas, parking lot, roofs or buildings including common areas of the Center, without prior written approval of the Landlord. However easel signs displaying daily specials will be permitted provided the size and design have been submitted to Landlord and approved. Movable signs such as banners mounted on trucks, trailers or cars, are not permitted anywhere on the Leased Property or in the Center.

Special sales signage may be allowed as long as the format is approved by the Landlord prior to the sale taking place. This includes the hanging of banners, window painting, flyers etc.

Upon expiration of the Lease, Tenant shall be responsible for promptly removing all signs placed in and around the Leased Property by Tenant. Tenant shall repair all damage caused to the building or Leased Property by such removal, including proper "capping off" of electrical wiring. Without limiting the generality of the foregoing, Tenant shall adhere to all requirements contained in the Lease which shall be deemed incorporated herein.

**EXTERIOR MERCHANDISING PROHIBITED:**

12. No public telephone, newsstand, shoeshine stand, refreshment, vending or other coin operated machine shall be installed or placed on the sidewalk or walkway area adjacent to the Leased Property or on the common area without Landlord's prior written approval in each instance.

**EXTERIOR SANITATION:**

13. Any Tenant operating a carry-out food operation, including any ice cream store, shall pay Landlord for all sidewalk and walkway clean-up work (including without limitation steam cleaning) that Landlord shall determine is necessary to preserve the sanitation, cleanliness, clean appearance, and safety of the Center. Additionally, Tenant shall be responsible for a clean-up area of not less than one hundred feet (100') in radius from their entrance(s) to the Leased Property. Tenant shall pay Landlord for all costs with the next succeeding month's rent.

**COMMON AREAS:**

14. Without the prior written consent of the Landlord, no person shall use any of the common area for any purpose or activities except in conjunction with the normal business activities of the Center. Tenants and their authorized representatives and invitees shall not loiter in the parking or other common areas that any Tenant has the right to use in a manner which impedes any other tenant's use of the Center, nor shall they in any way obstruct the sidewalks, entry passages, pedestrian passageways, driveways, entrances and exits, and shall use them only as ingress to and egress from their work areas. Tenants which are open 24 hours may at the Tenant's option hire Security Personnel to police both the interior and/or exterior of the Leased Property. Should the Tenant opt to hire a Security company, Tenant must notify Landlord in advance of the name and phone contact of said company.

**NON-WAIVER:**

15. Landlord may waive any one of these rules for the benefit of any particular tenant or tenants, but such waiver by Landlord shall not be construed as a waiver of such rules in favor of any or all tenants of the Center. No waiver of any rule or regulation by Landlord shall be effective unless in writing and signed by Landlord.

Landlord reserves the right at any time to change or rescind any one or more of these rules or regulations or to make such other and further reasonable rules and regulations as in Landlord's judgement may from time to time be necessary for the management, safety, care, and cleanliness of the Center for the preservation of good order therein, and for the convenience of tenants and visitors to the Center. Any such amendments, deletions or additions to these rules and regulations shall be applicable to all tenants of the Center and shall be effective immediately upon delivery of written notice thereof to tenants.

**TENANT CONSENT:**

16. Landlord shall not be responsible to any Tenant or to any other person for the non-observance or violation of these rules and regulations by any other Tenant or person. All Tenants shall be deemed to have read these rules and regulations and to have agreed to abide by them as a condition to their occupancy of the space listed.

The undersigned Tenant hereby agrees to abide by the foregoing Rules and Regulations as may be modified, changed and supplemented from time to time.

**TENANT:**  
**JSJBD CORP, a Nevada Corporation**

By: \_\_\_\_\_  
Stuart R. Vincent, President

Date: \_\_\_\_\_

EXHIBIT E

GUARANTY

DESCRIPTION OF LEASE: General Retail Lease  
EFFECTIVE DATE: September 1, 2016  
LANDLORD: Tropicana Investments, a California  
Limited Liability Company  
TENANT: JSJBD CORP, a Nevada Corporation  
PREMISES: 3430 E. Tropicana Avenue, Suite # 27-29  
Las Vegas, NV 89121

**GUARANTY OF LEASE** effective September 1, 2016 by and between Tropicana Investments, LLC as Landlord and Stuart R. Vincent, Jeffrey B. Vincent, Bruce Eisman and Bruce Mark as Guarantors.

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, the undersigned Guarantor hereby unconditionally and irrevocably guarantees the full and faithful performance by Tenant of all the terms, covenants and conditions of the above-referenced Lease, including, but not limited to, the payment of all rent when and as the same shall become due. This Guaranty shall remain in full force and effect regardless of any amendment, modification, extension, compromise or release of any term, covenant or condition of the Lease or of any party thereto, as the case may be. The undersigned agrees to indemnify Landlord against any and all liability, loss, costs, charges, penalties, obligations, expenses, attorneys' fees, litigation, judgments, damages, claims and demands of any kind whatsoever in connection with arising out of or by reason of the assertion by Tenant of any defense to its obligations under the Lease or the assertion by Guarantor of any defense to its obligations hereunder. Guarantor waives any right or claim of right to cause a marshaling of Tenant's assets or to proceed against Guarantor or Tenant or any security for the Lease or this Guaranty in any particular order and Guarantor agrees that any payments or performance required to be made hereunder shall become due upon demand in accordance with the terms hereof immediately upon the happening of a default under the Lease, whether or not Guarantor has been given notice of such default, and Guarantor hereby expressly waives and relinquishes all rights and remedies accorded by applicable law to guarantors, including, but not limited to, notice of demand, notice of default, any failure to pursue Tenant or its property, any defense arising out of the absence, impairment or loss of any right of reimbursement or subrogation, and any defense arising by reason of any defense of Tenant or by reason of the cessation of the liability of Tenant or any defense by reason of the assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the said Lease, or by reason of summary or other proceedings against Tenant.

No delay on Landlord's part in exercising any right, power or privilege under this Guaranty or any other document executed in connection herewith shall operate as a waiver of any such privilege, power or right.

Guarantor agrees that any judgment rendered against Tenant for monies or performance due Landlord shall in every and all respects bind and be conclusive against Guarantor to the same extent as if Guarantor had appeared in any such proceeding and judgment therein had been rendered against Guarantor.

Guarantor subordinates to Tenant's obligations to Landlord all indebtedness of Tenant to Guarantor, whether now existing or hereafter contracted, whether direct or indirect, contingent or determined. With respect to any such indebtedness of Tenant to Guarantor, Guarantor further agrees to make no claim therefor until any and all obligations of Tenant to Landlord shall have been discharged in full and Guarantor further covenants and agrees not to assign all or any part of such indebtedness while this Guaranty remains in effect.

Trop. Rev. 9/16

35

Initials  
Landlord \_\_\_\_\_  
Tenant \_\_\_\_\_

**EXHIBIT E - Cont.**

The terms, covenants and conditions contained in this Guaranty shall apply to and bind the successors and assigns of the undersigned.

The terms, covenants and conditions contained in this Guaranty shall inure to the benefit of the successors and assigns of Landlord.

If any term, covenant or condition of this Guaranty, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, covenants and conditions of this Guaranty, and all applications thereof not held invalid, void or unenforceable shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

In this Guaranty, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

This Guaranty shall be construed in accordance with its intent and without regard to any presumption or other rule requiring construction against the party causing the same to be drafted.

The laws of the state in which the leased premises are located shall govern the validity, construction, performance and effect of this Guaranty.

Should Guarantor consist of more than one person or entity, then, in such event, all such persons and entities shall be jointly and severally liable as Guarantor hereunder.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Guarantor: \_\_\_\_\_  
Stuart R. Vincent

Social Security Number: \_\_\_\_\_

Residence Telephone Number: \_\_\_\_\_

Residence Address: \_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Guarantor: \_\_\_\_\_  
Jeffrey B. Vincent

Social Security Number: \_\_\_\_\_

Residence Telephone Number: \_\_\_\_\_

Residence Address: \_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Guarantor: \_\_\_\_\_  
Bruce Enman

Social Security Number: \_\_\_\_\_

Residence Telephone Number: \_\_\_\_\_

Residence Address: \_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Guarantor: \_\_\_\_\_  
Bruno Mark

Social Security Number: \_\_\_\_\_

Residence Telephone Number: \_\_\_\_\_

Residence Address: \_\_\_\_\_

Trop. Rev. 9/16 37

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Tenant \_\_\_\_\_



## TROPICANA PLAZA

### EXHIBIT F

#### SIGN CRITERIA

This criteria has been established for the purpose of assuring a coordinated sign program for the mutual benefits of all Tenants at this Center. The intent of the following sign criteria is to offer the Tenant as much flexibility as possible and to encourage different types and color of script. The specified signs will offer both maximum identity and maximum aesthetic quality which benefits the Tenant and the shopping center. Compliance will be strictly enforced; and any installed nonconforming or unapproved sign of Tenant shall be corrected at the expense of the Tenant. The following criteria is applicable to all signs in the Center.

##### A. General Requirements

1. Prior to applying to County Planning Department for approval and permits, each Tenant shall submit to the Landlord or his agents for approval before fabrication, at least two (2) copies of detailed drawings indicating the location, size, layout, design and color of the proposed signs, including all lettering and/or graphics.
2. All signs shall be reviewed by the Landlord or his agent for conformity with this criteria and overall design quality. Approval or disapproval of sign submittals based on aesthetics or design shall remain the sole right of the Landlord. No sign shall be installed until such approval shall have been granted in writing by the Landlord.
3. All permits for signs and installation thereof shall be obtained by the Tenant or his representative. The expense of fabrication and installation of all signs, including permits, shall be the responsibility of the Tenant, who shall also be responsible for compliance with all applicable codes and with these criteria.

##### B. General Specifications

1. No projections beyond the sign area will be permitted. Signage area is to be within limits as indicated by Landlord in these criteria.
2. Except as provided herein, no advertising placards, banners, pennants, names, insignia, trademarks or other descriptive material shall be affixed or maintained upon the glass panels and supports of the show windows and doors or upon the exterior walls of building or store front.
3. All signs and their installation shall comply with all local building and electrical codes.
4. Signs shall be composed of individual or script lettering. Sign boxes and cans will not be permitted. Logos will be considered on a case by case basis. Colors will also be approved on a case by case basis.
5. Wording of each sign shall not include the product sold except as a part of the Tenant's trade name or insignia. Therefore, Tenants shall display only trade names, or their basic product name, i.e., "John's Liquor", "Cleaners" or combination thereof.

##### C. Design Requirements

1. The width of the Tenant fascia sign shall not exceed 80% of the width of the Demised Premises. Lettering shall center on Demised Premises unless prior approvals or directions are obtained from Landlord or his agent.

Trop. Rev. 9/16

38

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Landlord\_\_\_\_  
Tenant\_\_\_\_

2. Size of letters shall be a maximum of 24" and 5" in depth. Any exceptions will require prior written consent of Landlord.

3. All letters will have colored 1/8" or better plastic faces. Trim cap retainers on faces and returns must be in gold and are mandatory.

4. All letters will be individually illuminated from within 30 MA single or double tube white neon. No exposed neon will be permitted. All openings shall be properly sealed to prevent light leaks.

5. Each Tenant will be permitted to place upon each entrance of its Demised Premises not more than 144 square inches of gold leaf or decal application lettering, not to exceed two inches (2") in height, indicating hours of business, emergency telephone number, etc. Any exceptions will require prior written consent of the Landlord.

6. Painted lettering will not be permitted.

7. Each Tenant who has a non-customer door for receiving merchandise may have uniformly applied on said door, in location as directed by the project architect, in Two inches (2") high block letters, the Tenant's name and address. In the case that more than one Tenant uses the same door, each Tenant's name and address shall be applied. Color of letters will be selected by the project architect.

D. General Construction Requirements

1. Tenant shall be responsible for the manufacture, complete installation and maintenance of all signs.

2. All signs are to be installed under the direction of the Project Contractor's superintendent or representative.

3. Tenant shall be fully responsible for the operation of Tenant's sign contractors.

4. Tenant's sign contractor shall repair any damage to any portion of the structure and finish caused by his work.

5. All penetrations of the building structure required for sign installation shall be sealed in a watertight condition and shall be patched to match adjacent finish.

6. No exposed lamps or tubing will be permitted.

7. No animated, flashing or audible signs will be permitted.

8. No exposed raceways, cabinets, cross-overs, conduits, conductors, transformers or other equipment shall be permitted unless approved by Landlord prior to construction. Any exposed ducts shall be painted-out to match the adjacent material.

9. No sign maker's label or other identification will be permitted on exposed surface of sign, except for those required by local ordinance, in which case shall be placed in an inconspicuous location.

10. No signs of any sort shall be permitted on building's roof.

E. Sign Contractor General Requirements

1. All companies bidding to manufacture these signs are advised that no substitutes will be accepted by purchaser whatsoever, unless indicated in the specifications and approval by Landlord and Tenant. Any deviation from these specifications may result in purchaser's refusal to accept same.

Trop. Rev. 9/16

39

Initials  
Landlord\_\_\_\_  
Tenant\_\_\_\_

2. All manufacturers are advised that prior to acceptance and final payment, each unit will be inspected for conformity. Any signs found not in conformity will be rejected and removed at the Tenant's expense.

3. Entire display shall be guaranteed for 90 days against defects in material and workmanship. Defective parts shall be replaced without charge.

4. Sign company shall carry workmen's compensation and public liability insurance against all damage suffered or done to any and all persons and/or property while engaged in the construction or erection of signs in the amount of \$300,000.00.

5. Lessee's sign contractor shall completely install and connect sign display. Primary wiring at sign location stipulated by Landlord to be provided by Lessee's contractor and completed prior to sign installation.

Sign company agrees to abide by the above criteria for said project and warrants that the installation of sign by \_\_\_\_\_ is correct.

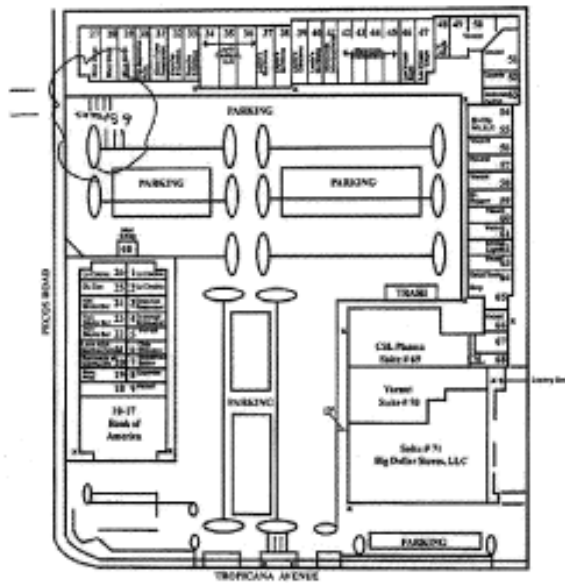
\_\_\_\_\_  
Sign Company Authorization

**TENANT:**  
**JSJBD CORP, a Nevada Corporation**

By: \_\_\_\_\_  
Stuart R. Vincent, President

Date: \_\_\_\_\_

EXHIBIT G  
RESERVED PARKING PLAN



Trop. Rev. 9/15

41

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