

OFFICE BUILDING LEASE

BY AND BETWEEN

REGIONAL ACCESS PROJECT FOUNDATION
A California Nonprofit Corporation
("LANDLORD")

AND

Guthy Renker Ventures, LLC
("TENANT")

41550 Eclectic Street, Palm Desert, California 92260

1. **PARTIES.** This Office Building Lease ("Lease") is made and entered into the first day of February 2022, by and between REGIONAL ACCESS PROJECT FOUNDATION, a California nonprofit corporation, hereinafter referred to as "Landlord," and Guthy Renker, hereinafter referred to as "Tenant." The parties hereto do hereby covenant and agree as follows:

2. **PREMISES.** Landlord does hereby lease to Tenant, and Tenant rents and takes from Landlord, the premises known as Suite No. 200 ("Premises") located at 41550 Eclectic Street, Palm Desert, California 92260 ("Building")

3. **TERM.**

3.1 The Term of the Lease shall be for a period of approximately eighteen (18) months, which shall commence ("Commencement Date") on February 1, 2022.

3.2 The Lease shall end July 31, 2023, eighteen (18) months from the Commencement Date, unless the period is ended earlier under the terms and provisions of this Lease.

3.3 Lease will renew automatically under the same terms for a period of eighteen (18) months, unless terminated in writing by Tenant within 60 days of the end of each eighteen (18) month. Rent shall remain the same for up to eighteen (18) months without increase.

4. **POSSESSION.**

4.1 If the Landlord, for any reason whatsoever, cannot deliver possession of the said Premises to the Tenant at the commencement of the Term hereof, this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom, nor shall the expiration date of the above Term be in any way extended, but in that event, all rent shall be abated during the period between the commencement of said Term and the time when Landlord delivers possession.

4.2 In the event that Landlord shall permit Tenant to occupy the Premises prior to the Commencement Date of the Term, such occupancy shall be subject to all the provisions of this Lease. Said early possession shall not advance the termination date hereinabove provided.

5. **RENT.** Tenant shall pay to Landlord "Rent" of six-thousand two-hundred and seventy nine Dollars and sixteen Cents (\$6,279.16) for the Term (subject to adjustment, as provided below), payable in monthly installments in the amount of six-thousand two-hundred and seventy nine Dollars and sixteen Cents (\$6,279.16):

5.1 The Rent shall be paid without advance notice, demand, offset, or deduction; by the first (1st) day of each month during the Term; and to Landlord at 41-550 Eclectic St., Palm Desert, CA 92260, or as Landlord may specify in writing to Tenant. Any payments received by Landlord from Tenant shall be applied first to the oldest outstanding indebtedness of Tenant under this Lease.

5.2 If the Term does not begin on the first day or end on the last day of a calendar month, the Rent for that partial month shall be prorated by multiplying the monthly Rent by a fraction, the numerator of which is the number of days of the partial month included in the Term and the denominator of which is the total number of days in the full calendar month.

5.3 INTENTIONALLY OMITTED.

5.4 If Tenant fails to pay part or all of the Rent or Additional Rent (Article 6) within ten (10) days after it is due, the Tenant shall also pay (a) a late charge equal to five percent (5%) of the unpaid Rent and Additional Rent, plus (b) interest at ten percent (10%) per annum or the maximum then allowed by applicable law, whichever is less, on the remaining unpaid balance, retroactive to the date originally due, until paid, but the interest accumulation shall stop after thirty (30) days unless Landlord gives Tenant notice, within thirty (30) days of the date payment was due, of Tenant's failure to pay Rent or Additional Rent.

5.5 Tenant agrees to pay the Rent and Additional Rent required under this Lease within the time limits set forth in this Lease. If Tenant receives from Landlord an invoice or statement, which invoice is sent by Landlord in good faith, and Tenant in good faith disputes whether all or any part of such Rent and/or Additional Rent is due and owing, Tenant shall nevertheless pay to Landlord the amount of the rental indicated on the invoice or statement until Tenant receives a final judgment from a court of competent jurisdiction (or when arbitration is permitted or required, receives a final award from an arbitrator) relieving or mitigating Tenant's obligation to pay such rent. In such instance where Tenant disputes its obligations to pay all or part of the rent indicated on such invoice or statement, Tenant shall, concurrently with the payment of such rent, provide Landlord with a letter or notice entitled "Payment Under Protest," specifying in detail why Tenant is not required to pay all or part of such rent. Tenant will be deemed to have waived its right to contest any past payment of rent unless it has filed a lawsuit against Landlord (or when arbitration is permitted or required, filed for arbitration and has served Landlord with notice of such filing), and has served a summons on Landlord, within six (6) months of such payment. Until an event of default by Tenant occurs, Landlord shall continue to provide the services and utilities required by this Lease.

6. ADDITIONAL RENT.

6.1 **OPERATING EXPENSE ADJUSTMENTS.** For the purposes of this Article, the following terms are defined as follows.

- Electricity – Tenant shall pay to landlord in addition to rent an amount for electricity pro-rated based on total square footage (23,984sq. ft., equal to 19% (4624 Sq. Ft. out of 23,984 Sq. Ft.). Payment is due by the 10th of the month after invoice.
- Water - Tenant shall pay to landlord a prorated amount (19%) of the total water cost. An invoice will be provided with the total amount due. Payment is due by the 10th of the month after invoice.
- Janitorial: The tenant shall be responsible for janitorial services.

7. **TAXES ON TENANT'S PERSONAL PROPERTY.** It is mutually agreed that Tenant shall pay, during the Term hereof, all taxes assessed against the interest of the Landlord on trade fixtures or personal property installed or owned by Tenant or in the possession of Tenant which are in, upon, or about the Premises. In the event any such taxes should be assessed against the interest of the Landlord, then the amount of such taxes shall be payable upon the first Rent due after demand for payment therefor has been made by Landlord.

8. SECURITY DEPOSIT.

8.1 Tenant has deposited with Landlord five-thousand three-hundred Dollars (\$5,300) ("Security Deposit") as security for the full and faithful performance of the Tenant's covenants under this Lease. In the event Tenant defaults hereunder, Tenant hereby authorizes Landlord at its election, without notice and without terminating this Lease, to apply such of the funds so deposited as are reasonably necessary to remedy Tenant's default. As of July 2021, Guthy Renker has a deposit of five-thousand three-hundred Dollars (\$5,300) on your current lease.

8.2 Any action taken by Landlord under this Article shall not be construed to be a waiver of any of its rights under this Lease or any of its rights, in case of subsequent default, to enforce any remedy available to Landlord by law or under the provisions of this Lease, including the remedies set forth in this Article. If said Security Deposit or any part thereof is used, applied, or retained in curing any default specified herein, Tenant, upon demand of Landlord, shall, within five (5) days deposit with Landlord an amount in cash equal to the amount so used, applied, or retained, and if Tenant shall fail to do so, such failure shall constitute a default under this Lease, affording Landlord the remedies as set forth in Article 17 hereof.

8.3 Upon termination of the Landlord's interest in the Premises, whether by sale, assignment, death, appointment of receiver, or otherwise, Landlord or Landlord's agent shall, within a reasonable time, do one of the following acts, either of which shall relieve Landlord of further liability with respect to the Security Deposit:

8.3.1 Transfer the portion of the Security Deposit remaining, after any lawful deductions, to Landlord's successor in interest, and notify Tenant by personal delivery or certified mail of the transfer, of any claims made against the Security Deposit, and of the transferee's name and address. If the notice to Tenant is made by personal delivery, Tenant shall acknowledge receipt of the notice and sign his or her name on Landlord's copy of the notice; or

8.3.2 Return to Tenant the portion of the Security Deposit remaining after lawful deductions.

8.4 No interest shall be payable to Tenant on the Security Deposit and such Deposit shall not be held.

9. **ASSIGNMENT.**

9.1 **CONSENT REQUIRED.** Tenant shall not transfer, mortgage, encumber, assign, or sublease all or part of the Premises or this Lease without Landlord's advance written consent. Landlord's consent to any assignment or sublease shall not be unreasonably withheld or unduly delayed.

9.2 **REASONABLENESS.** The Landlord's consent shall not be considered unreasonably withheld if (a) the proposed subtenant's or assignee's financial responsibility does not meet the same criteria Landlord uses to select comparable Building tenants; (b) the proposed subtenant's or assignee's business is not suitable for the Building considering the business of the other tenants and the Building's prestige; or (c) the proposed use is inconsistent with the use permitted by Article 14.14.1.

9.3 **PROCEDURE.**

9.3.1 Tenant must provide Landlord in writing: (a) the name and address of the proposed subtenant or assignee; (b) the nature of the proposed subtenant's or assignee's business it will operate in the Premises; (c) the terms of the proposed sublease or assignment; and (d) reasonable financial information so that Landlord can evaluate the proposed subtenant or assignee under Section 9.2(a).

9.3.2 Landlord shall, within ten (10) business days after receiving the information under Section 9.3.1, give notice to Tenant to permit or deny the proposed sublease or assignment. If Landlord denies consent, it must explain the reasons for the denial. If Landlord does not give notice within the ten (10) business day period, then Tenant may sublease or assign part or all of the Premises upon the terms Tenant gave in the information under Section 9.3.1.

9.4 **CONDITIONS.** Subleases and assignments by Tenant are also subject to: (a) the terms of this Lease; (b) the term shall not extend beyond the Lease Term; (c) Tenant shall remain primarily liable for all Lease obligations (Tenant shall be relieved of such obligations if Assignment of Lease is equal to or greater than current Tenant's net worth); and (d) consent to one (1) sublease or assignment does not give the consent requirement for future assignments or subleases.

10. **Intentionally Omitted**

11. **ALTERATIONS AND ADDITIONS: TRADE FIXTURES.**

11.1 Tenant shall not make any additions, alterations, or improvements to the Premises without first obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Landlord's consent may be conditioned upon Tenant's removing any such additions, alterations, or improvements upon the expiration of the Term of this Lease and restoring the Premises to the same condition as on the date Tenant took possession. Notwithstanding the foregoing, Landlord's consent shall not be required for any nonstructural alterations, additions or improvements costing less than Five Thousand Dollars (\$5,000) in the aggregate. All work

with respect to any addition, alteration, or improvement shall be done in a good workmanlike manner by properly qualified and licensed contractors, mechanics, and other personnel approved by Landlord and such work shall be diligently prosecuted to completion.

11.2 Tenant shall pay the costs of any work done on the Premises pursuant to this Article and shall keep the Premises and Building free and clear of mechanic's materialman's or other liens. Tenant shall defend against and hold Landlord free and harmless from all liability, loss, damage, costs, attorneys' fees and other expense incurred on account of claims by any person performing work or furnishing material or supplies for Tenant or any person claiming under Tenant.

11.3 Tenant shall keep Tenant's leasehold interest, and any additions or improvements which are or become the property of Landlord under this Lease, free and clear of all attachment or judgment liens. Before the actual commencement of any work for which a claim or lien may be filed, Tenant shall give Landlord fifteen (15) days written notice of the intended Commencement Date to enable Landlord to post notices of non-responsibility or any other notices which Landlord deems necessary for the proper protection of Landlord's interest in the Premises or Building, and Landlord shall have the right to enter the Premises and post such notices at any reasonable time. Landlord may require, at Landlord's sole option, that Tenant provide to Landlord at Tenant's expense, a lien and completion bond in an amount equal to at least one and one-half times the total estimated cost of any additions, alterations, or improvements to be made in or to the Premises, to protect Landlord against timely completion of the work. Nothing contained in this paragraph shall relieve Tenant of its obligation under this article to keep the Premises and Building free of all liens.

11.4 Unless their removal is required by Landlord as provided above, all additions, alterations, and improvements made to the Premises shall become the property of Landlord and shall remain upon and be surrendered with the Premises as part thereof upon the expiration of the Term; provided, however, Tenant's equipment, machinery, and trade fixtures which can be removed without damage to the Premises shall remain the property of Tenant and may be removed, provided, that if any of Tenant's property is removed, Tenant shall promptly repair any damage to the Premises or to the Building resulting from such removal.

12. **OMITTED**

13. **REPAIRS AND MAINTENANCE.** Tenant shall maintain and take good care of the Premises and fixtures therein and shall, except for ordinary wear and tear, make all repairs in and about the Premises necessary to preserve them in good order and condition, which repairs shall be in quality and class equal to the original work. Landlord, however, shall repair the Building plumbing, heating, ventilating, air conditioning and electrical systems and make structural repairs within the Premises arising from ordinary wear and tear or through causes over which Tenant has no control, except as otherwise provided in this Lease. Landlord may repair, at the expense of Tenant, all damage or injury to the Premises, or to the Building or to its fixtures, appurtenances or equipment, or to any of the areas used in connection with the operation of the Building, done by Tenant or Tenant's agents, servants, employees, contractors, visitors or licensees or caused by moving property of Tenant in or out of the Building, or by installation or removal of furniture or other property, or resulting from fire, heating, ventilating or air conditioning unit or system, short circuits, overflow or leakage of water, steam, gas, sewage or odors, or by frost or by bursting or leaking of pipes or plumbing works, or gas, or from any other cause, due to the carelessness, negligence, or improper conduct of Tenant or Tenant's agents, servants, employees, contractors, visitors or licensees. Landlord shall replace, at the expenses of Landlord, any and all plate and other glass damaged or broken from any cause whatsoever in or about the Premises, unless caused by or due to the negligence of Tenant, Tenant's agents, servants or employees. Except as specifically provided in this Lease, there shall be no allowance to Tenant for a diminution of rental value, and no liability on the part of Landlord by reason of inconvenience, annoyance or injury to business arising from the making of, or the failure to make any repairs, alterations, decorations, additions or improvements in or to any portion of the Building or any of the areas used in connection with the operation thereof (including the Common Areas), or the Premises, or in or to fixtures, appurtenances or equipment, or by reason of the act or neglect of Tenant or any other tenant or occupant of the Building; and in no event shall Landlord be responsible for my consequential damages arising or alleged to have arisen from any of the foregoing matters. Tenant hereby waives all

rights under the provisions of Sections 1932, 1933, 1941 and 1942 of the Civil Code of the State of California and all rights under any law in existence during the term of this Lease authorizing a tenant to make repairs at the expense of a landlord or to terminate a lease upon the complete or partial destruction of the Premises.

14 **ETHICS AND USE OF PREMISES.**

14.1 **USE.** Tenant shall use the Premises solely for administrative/office work and uses incidental thereto and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord. Tenant shall not do or permit anything to be done in or about the Premises or bring or keep anything within the Premises which will increase the existing cost of or affect any fire or other insurance policy covering the Building or any property located therein, or cause the cancellation of any such insurance policy. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or injure or annoy them, or use or allow the Premises to be used for any impropriety, immoral, unlawful, or objectionable purposes. The Premises shall not be used for cooking, lodging, or sleeping, and no objectionable noise or odor shall be permitted to escape from the Premises. Tenant shall not cause, maintain, or permit any nuisance on or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises.

15 **SUBORDINATION; ATTORNMENT.** Upon Landlord's request, Tenant will, in writing, subordinate its rights hereunder to the lien of any mortgage, deed of trust, or ground lease now or hereafter in force against the property of which the Premises are a part and to all advances made upon the security thereof and to all renewals, modifications, consolidations, replacements, and extensions thereof. Should Tenant fail to execute, deliver, and record any document required to effectuate such subordination upon the demand of Landlord, then Landlord shall be entitled to do so. For purposes of the preceding sentence, Tenant hereby irrevocably appoints Landlord as Tenant's attorney-in-fact in Tenant's name, place, and stead to sign any such documents. In the event of any foreclosure sale, transfer in lieu of foreclosure of any mortgage or deed of trust, or in the event of any premature termination of any such ground lease, Tenant shall, notwithstanding any subordination, attornment to and become Tenant of the successor in interest to Landlord the purchaser upon any such foreclosure or of this Lease. The provisions of this paragraph notwithstanding, so long as Tenant is not in default hereunder, this Lease shall remain in force and effect for the full term hereof.

16. **DEFAULT.** Each of the following constitutes a default ("Default")

16.1 Tenant's failure to pay Rent or Additional Rent when due;

16.2 Tenant's failure to perform or preserve any other of Tenant's obligations after a period of twenty (20) days or the additional time, if any, that is reasonably necessary to properly and diligently cure the failure, after Tenant receives notice from Landlord setting forth, in reasonable detail, the nature and extent of the failure;

16.3 Tenant's failure to vacate or stay any of the following within sixty (60) days after they occur:

16.3.1 A petition in bankruptcy is filed by or against Tenant;

16.3.2 Tenant is adjudicated as bankrupt or insolvency;

16.3.3 A receiver, trustee, or liquidator is appointed for all or a substantial part of any guarantor's property; or

16.3.4 Tenant makes an assignment for the benefit of creditors.

17. **REMEDIES OF LANDLORD UPON DEFAULT.**

17.1 Prior to exercising its remedies with respect to a default by Tenant under Article 16.1 above, Landlord shall have given Tenant at least five (5) days prior written notice of the default. Such notice shall satisfy any statutory notice of default. In the event of any breach of this Lease by Tenant, Landlord, in addition to any other rights and remedies Landlord may have under any law, shall have the immediate right to terminate this Lease and the immediate right of re-entry and may remove all persons and property from the Premises. Such property may be stored in a public warehouse or elsewhere at the cost of, at the risk of, and for the account of Tenant. In the event of any breach by Tenant, Landlord shall recover from Tenant:

17.1.1 The worth at the time of the award of any unpaid Rent which had been earned at the time of termination; plus

17.1.2 The worth at the time of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rental loss that Tenant proves could have been reasonably avoided; plus

17.1.3 The worth at the time of the award of the amount by which the unpaid Rent for the balance of the Term of the Lease after the time of award exceeds the amount of such Rental loss that Tenant proves could be reasonably avoided; plus

17.1.4 Landlord's expenses incurred in recovering possession of the Premises; and

17.1.5 Landlord's expenses incurred in preparing the Premises of re-letting, including the expenses of any alterations or repairs to the Premises in connection with such re-letting; and

17.1.6 Expenses incurred in preparing the Premises of re-letting, including the expenses of any alterations or repairs to the Premises in connection with such re-letting; and

17.1.7 The expenses incurred in re-letting the Premises, including any real estate commissions;

17.1.8 All other sums due hereunder; and

17.1.9 Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform his obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.

Commented [SS1]: ???

Commented [MR2R1]: detriment

17.2 The phrase "worth at the time of the award" as used in Sections 17.1.1 and 17.1.2 above is to be computed by allowing interest on the unpaid Rent at the rate of ten percent (10%) per annum. The phrase "worth at the time of award" as used in Section 17.1.3 of the preceding paragraph is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank situated nearest to the Premises at the time of the award plus two percent (2%).

17.3 If this Lease is not terminated, Landlord may enforce all of the Tenant's rights and remedies hereunder, including without limitation upon the foregoing, the right to recover the Rent and Additional Rent as it becomes due. The exercise of any remedy shall not preclude the exercise of any other remedy.

18 **LANDLORD'S DEFAULT.** Landlord shall not be in default hereunder unless Landlord fails to perform the obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord in writing specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

19 **LIABILITY FOR MONEY JUDGMENT.** If Landlord, its employees, officers, or partners are ordered to pay Tenant a money judgment because of Landlord's default, then Tenant's sole remedy to satisfy the judgment shall be:

19.1 Landlord's interest in the Building including the rental income and proceeds from sale; and

19.2 Any insurance or condemnation proceeds received because of damage or condemnation to, or of, the Premises that are available for use by Landlord.

20. **ATTORNEY'S FEES.** If either party commences litigation against the other for the specific performance of this Lease, for damages for the breach hereof, or otherwise for enforcement of any remedy hereunder, the prevailing party shall be entitled to recover from the other party such costs and reasonable attorneys' fees as may have been incurred.

21. **DESTRUCTION OF PREMISES.**

21.1 If:

21.1.1 More than forty percent (40%) of the Building is damaged, and Landlord decides not to repair and restore the Building;

21.1.2 Any mortgagee or beneficiary of the Building shall not allow adequate insurance proceeds for repair and restoration;

21.1.3 The damage is not covered by Landlord's insurance; or

21.1.4 The Lease is in the last twelve (12) months of its Term, then Landlord may cancel this Lease. To cancel, Landlord must give notice to Tenant within or hundred eighty (180) days after Landlord knows of the damage. The notice must specify the cancellation date. If Landlord elects not to cancel the Lease, then Landlord shall repair or reconstruct the Building.

21.2 If the Premises are damaged in part or in whole from any cause and the Premises can be substantially repaired and restored within one hundred eighty days (180) year from the date of the commencement of the repairs or restoration using standard working methods and procedures, and provided that Landlord's insurance covers the cost of such repair or restoration, Landlord shall, at its expenses, promptly and diligently repair and restore the Premises to substantially the same condition as existed before the damage. If the Premises cannot be repaired or restored within the one hundred eighty (180) day period or if such repairs or restorations have not been commenced within one hundred eighty (180) days after the applicable event then either party may, after determining that the repairs and restoration cannot be made within one hundred eighty (180) days or if the repairs have not been commenced within the one hundred eighty (180) day period, within ten (10) days thereafter cancel the Lease by giving notice to the other party.

21.3 Notwithstanding anything else in this Article, Landlord is not obligated to repair or restore damage to Tenant's trade fixtures, furniture, equipment, or other personal property, or any Tenant improvements other than those listed on Exhibit "A" attached hereto and incorporated herein by reference. Unless the damage is caused by Tenant's willful misconduct, the Rent and Additional Rent shall abate in proportion to that part of the Premises that is unfit for use in Tenant's business. The abatement shall consider the nature and extent of interference of Tenant's ability to conduct business in the Premises, and the need for access and essential services. The abatement shall continue from the date the damage occurred until three (3) business days after Landlord completes the repairs and restoration to the Premises or the part thereof rendered unusable or the Building, if applicable, and notice to Tenant that the repairs and restorations are completed, or until Tenant again uses the Premises or the part rendered unusable, whichever is first.

22. **SERVICES AND UTILITIES.**

22.1 **SERVICES.** Landlord shall provide, at its expense, subject to reimbursement under Article 6:

22.1.1 Heating, ventilation, and air conditioning (HVAC) for the Premises during the Building's business hours to maintain temperatures for comfortable use and occupancy;

22.1.2 Janitorial services are not included. Tenant is responsible for cleaning and dispensing their trash in the Premises;

22.1.3 Hot and cold water for lavatory, toilet, and ordinary cleaning purposes to be drawn from approved fixtures in the Premises;

22.1.4 Electricity to the Premises during business hours that provides electric current in reasonable amounts necessary for normal office use, lighting, and HVAC;

22.1.5 Replacement of Building-standard lighting tubes, lamp ballasts, and bulbs for light fixtures installed and paid for by Landlord;

22.1.6 Extermination and pest control when necessary; and

22.1.7 Maintenance of common areas in a manner comparable to other office buildings in the Coachella Valley. The maintenance shall include cleaning, HVAC, illumination, repairs, replacements, lawn care, and landscaping.

22.2 **Omitted**

22.3 **24 HOUR ACCESS.** Tenant, its employees, agents, and invitees shall have access to the Premises during normal business hours. However, during nonbusiness hours, the Landlord may have the alarm operational. The landlord notifies all tenants of nonbusiness hours. The tenant may access the Premises during nonbusiness hours but will be required to turn the alarm on/off.

22.4 Omitted

22.5 **EXTRA SERVICES.** Whenever Landlord knows that any tenant (including Tenant) is using extra services because of either non business-hours use or high electricity consumption installations, Landlord, in its sole discretion, may directly charge that tenant for the extra use and exclude those charges from Direct Expenses. Extra services include:

22.5.1 Non-Business Hours Use. HVAC and electricity required by Tenant during non-business hours may be supplied upon reasonable advance written notice and payment of anticipated charges in advance, if required. If more than one tenant directly benefits from these services, then the costs all be allocated proportionately between or among the benefitting tenants based upon the amount of time each tenant benefits and the square footage each lease.

22.5.2 Excess Utility Use. Tenant shall not place or operate in the Premises any electrically operated equipment or other machinery, other than typewriters, personal computers, adding machines, copying machines, and other machinery and equipment normally used in similar offices, unless Tenant receives Landlord's advance written consent. Landlord shall not unreasonably withhold or delay its consent. But Landlord may require payment for the extra use of electricity caused by operating this equipment or machinery.

22.5.2.1 Landlord may require that special, high electricity consumption installations of Tenant such as computer or copying facilities (except personal computers or normal office photocopy machines) be separately sub-metered for electrical consumption at Tenant's cost.

22.5.3 Payment. Tenant's charges for the utilities provided under Sections 22.4.1 and 22.4.2 above shall be one hundred ten percent (110%) of Landlord's actual cost of labor and utilities.

22.5.4 Tenant's failure to pay the above charges within ten (10) days of receiving a proper and correct invoice shall entitle Landlord to the same remedies it has upon Tenant's failure to pay Rent.

22.6 **INTERRUPTION OF SERVICES.**

22.6.1 Interruptions. Landlord does not warrant that any services Landlord supplies will not be interrupted. Services may be interrupted because of accidents, repairs, alterations, improvements, or any reason beyond the reasonable control of Landlord. Except as noted in Section 22.5.2 below, any interruption shall not:

22.6.1.1 be considered an eviction or disturbance of Tenant's use and possession of the Premises;

22.6.1.2 make Landlord liable to Tenant for damages;

22.6.1.3 abate Rent or Additional Rent; or

22.6.1.4 relieve Tenant from performing Tenant's Lease obligations.

22.6.2 Remedy. If any essential services (such as HVAC, passenger elevators, if necessary, for reasonable access, electricity, water) supplied by Landlord are interrupted, and the interruption does not result from the negligence or willful misconduct of Tenant, its employees, invitees, or agents. Tenant shall be entitled to an abatement of Rent and Additional Rent. The abatement shall begin on the seventh (7th) consecutive business day of the interruption or when Tenant stops using the Premises because of the interruption, whichever is later. The abatement shall end when the services are restored. Tenant shall not have the right to cancel the Lease.

22.7 **TELECOMMUNICATIONS**. In addition to Rent, Tenant shall pay the actual charge for telecommunications services in the Premises, including, but not limited to, the cost of installing any necessary additional telephone or telecommunications riser capacity as reasonably determined by Landlord. In addition, Tenant shall pay for any intra-building telephone and network cabling installed to exclusively serve all or any portion of the Premises, whether or not fully contained within the Premises, including all distribution throughout the Premises, from Tenant's own telephone system. All contractors retained by Tenant to make repairs to any portion of the intra-building telephone network system servicing the Premises shall be subject to the approval of Landlord, whose approval shall not be unreasonably withheld. Landlord shall not be liable for any loss or damage to Tenant or Tenant's employees or their respective property or business, and Tenant shall not be entitled to any abatement or reduction of rent as a result of Landlord's failure to provide access, utilities, or services that Landlord is required to provide hereunder, if any, when such failure is due to any cause beyond Landlord's reasonable control (including, without limitation, accident, breakage, repairs, shortage of materials or supplies, strike, lockout, boycott, labor dispute, fire, earthquake, acts of God, rioting, insurrection, war, government action, and acts of public enemy)

23. **INDEMNIFICATION AND WAIVER**. Landlord shall not be liable for and Tenant hereby waives all claims against Landlord for damage to any property or injury, illness or death of any person in, upon, or about the Premises arising at any time and from any cause whatsoever other than damages proximately caused by reason of the negligence or willful misconduct of landlord or its agents and employees. Tenant shall indemnify, defend, and protect Landlord, its successors, assigns, officers, directors, shareholders, partners and employees (collectively the "Indemnified Parties") and hold the Indemnified Parties harmless from any and all losses, costs, damages, expenses and liabilities (including without limitation court costs and reasonable attorneys' fees) incurred in connection with or arising from any cause in the use or occupancy of the Premises during the Term of this Lease, including, without limiting the generality of the foregoing: (a) any default by Tenant in the observance or performance of any of the terms, covenants or conditions of this Lease on Tenant's part to be observed or performed; (b) the use or occupancy of the Premises by Tenant or any person claiming by, through or under Tenant; (c) the condition of the Premises or any occurrence or happening on the Premises from any cause whatsoever, except as may be due to the gross

negligence or willful misconduct of Landlord or its agents and employees and except to the extent such condition shall have existed prior to the occupancy by Tenant of the Premises; or (d) any acts, omissions or negligence of Tenant or any person validly claiming by, through or under Tenant or Tenant's Employees or any such person, in, on or about the Premises either prior to, during, or after the expiration of the Lease Term, including, without limitation, any acts, omissions or negligence in the making or performance of any alterations, provided, however, that the foregoing indemnification shall not apply to damages proximately caused by reason of the negligence or willful misconduct of any of the Indemnified Parties. This provisions of this Article shall survive the expiration or sooner termination of this Lease.

24. **EMINENT DOMAIN.** If any part of the Premises or more than ten percent (10%) of the Common Areas of the Building shall be taken or condemned for the public or quasi-public use, and a part hereof remains which is susceptible of occupation hereunder, this Lease shall, as to the part so taken, terminate as of the date title shall vest in the condemner, and the Rent payable hereunder shall be adjusted so that the tenant shall be required to pay for the remainder of the Term only such portion of such Rent as the value of the part of the Premises remaining after the condemnation bears to the value of the entire Premises at the date of condemnation; but in such event, Landlord shall have the option to terminate this Lease as of the date when title to the part so condemned vests in the condemner. If all of the Premises, or such part thereof be taken or condemned so that there does not remain a portion susceptible for occupation hereunder, this Lease shall thereupon terminate. If a part of all the Premises shall be taken or condemned, compensation awarded upon such condemnation or taking shall be paid to Landlord; Tenant shall have no claim of entitlement thereto, and Tenant hereby irrevocably assigns and transfers to Landlord any right to compensation of all or part of the Premises or a conveyance in lieu thereof.

25. **HOLDING OVER.** If Tenant holds over after the expiration or earlier termination of this Lease with the consent of Landlord, expressed or implied, Tenant shall become a tenant from month to month only upon each and all of the terms hereof as may be applicable to such month-to-month tenancy, provided, however, that such month-to-month tenancy shall be at a minimum rental equal to one hundred fifty percent (150%) of the Rent under this Lease prior to holding over. Any such holding over shall not be deemed to constitute an extension of this Lease. Such monthly installments of Rent shall be payable in advance on or before the first day of each month.

26. **RIGHTS OF LANDLORD.**

26.1 Landlord reserves the following rights:

26.1.1 to change the name of the Building without notice or liability to Tenant;

26.1.2 designate all sources furnishing signs or lettering used on the Premises;

26.1.3 constantly to have pass keys to the Premises;

26.1.4 to enter the Premises at any time and in non-emergency situations after reasonable verbal or written notice for inspection, repairs, alterations, or additions to the Premises or the Building in which the Premises are situated, to show the Premises to others, to affix and display "For Rent" signs, and for any purpose whatsoever related to the safety, protection, preservation, or maintenance of the Premises, the Building, or Landlord's interest therein, without being deemed guilty of an eviction or disturbance of Tenant's use and possession of the Premises, and without being liable in any manner to the Tenant on account thereof;

26.1.5 at any time, and from time to time, whether at the instance of Landlord or pursuant to any governmental requirements, at Landlord's expense, to make repairs, alterations, additions, or improvements or decorating, whether structural or otherwise, in or to the Building or any part thereof, including the Premises.

26.2 Without limiting the generality of the foregoing rights, Landlord shall specifically have the right to remove, alter, improve or rebuild the Building or any part or parts thereof. Landlord shall not be liable to Tenant for any expense, injury, loss or damage resulting from any work so done in, to or about the Premises or the Building or any adjacent or nearby building, land, street, or alley, and any and all claims against the Landlord for any such

liability, it being agreed that Tenant hereby expressly waives and releases Landlord from such liability. In connection with making repairs, alterations, additions or improvements to the Premises pursuant to the terms of this Article, the Landlord shall have the right of access to the Premises as well as the right to enter into and upon and through the Premises or any other part of the Building with all materials that may be required to make such repairs, alterations, additions, or improvements, as well as the right, in the course of such work, to close entrances, doors, corridors, elevators, or other Building facilities or temporarily abate the operation of such facilities without being deemed or held guilty of an eviction of Tenant and without liability to Tenant for any resulting interference with the business of Tenant or inconvenience or annoyance to Tenant, its employers, agents, and invitees. The Rent reserved herein shall in no way abate while said repairs, alterations, additions or improvements are being made and Tenant shall not be entitled to any offset or to maintain a claim or cross-claim in any action against Landlord for damages of any kind by reason thereof, it being agreed by Tenant that all such claims are hereby expressly waived and released by Tenant. However, all such work shall be done in a manner as to cause Tenant the least amount of inconvenience as is practicable. Landlord reserves and shall have the right to enter upon the Premises for the purposes of posting and maintaining such notices on the Premises as may be necessary to protect Landlord against mechanic's, materialmen's or other liens and any other notices that may be proper and necessary. Landlord further reserves the right and shall have the right to move Tenant to other quarters in the Building, which quarters shall be of like space and of approximately the same size and area, at Landlord's expense, upon sixty (60) days' notice in writing if Landlord deems it necessary in order to accomplish any repairs, alterations or additions to the Premises.

26.3 The Landlord agrees that if the Landlord, during the Term of this Lease, shall be required by the City of Palm Desert, County of Riverside, State of California, or any other governmental body, or by any order or decree of any court or any other governmental authority having jurisdiction to repair, alter, remove, reconstruct, or improve any part of the Premises or the Building, then such repair, altering of, removal, reconstruction or improvement may be made by and at the expense of the Landlord, and shall not in any way affect the obligations or covenants of Tenant herein contained, and Tenant hereby waives all claims for damages or right to entitlement to abatement of Rent because of such work.

27. **SEVERABILITY.** In the event any covenant or condition herein contained is held to be valid or void by any court of competent jurisdiction, the invalidity of any such covenant or condition shall in no way affect any other covenant or condition herein contained.

28. **SUCCESSORS.** The words "Landlord" and "Tenant" as used herein, include, apply to, and bind and inure to the benefit of the heirs, executors, administrators, assigns, and successors of the Landlord and Tenant, subject to the aforementioned restrictions on assignment of this Lease on the part of Tenant; provided, however, that Landlord shall have no liability for any act or omission occurring after Landlord is no longer the owner of the Premises.

29. **WAIVER.** No modification, alteration, or waiver of any term, covenant, or condition of this Lease shall be valid unless in writing, subscribed by the Landlord or by the Landlord's agent. No waiver of a breach of any covenant or condition shall be construed to be a waiver of any succeeding breach. No act, delay or omission, done, suffered, or permitted by Landlord shall be deemed to exhaust or impair any right, remedy, or power of Landlord hereunder. It is further understood and agreed that this Lease contains the entire agreement of the parties hereto and that no representative or officer of the Landlord has any power to change, modify, or make any other terms or representations whatsoever other than those herein set forth.

30. **COVENANT AND WAIVER BY TENANT.**

30.1 Tenant covenants to hold Landlord free and harmless from all loss or damage resulting from Tenant's violation of any term or provision of this Lease, misuse or neglect of said Premises or appurtenances thereto and from all claims arising out of any alleged defective or unsafe condition thereof. Tenant, on Tenant's behalf and on behalf of Tenant's agents, employees, servants, business guests, invitees, and a" others claiming the right to occupy or use the Premises, covenants not to sue Landlord and hereby waives and agrees to indemnify Landlord against all claims against Landlord: (a) for damage to all personal property and trade fixtures in and about the Premises whether arising from water leakage or otherwise; (b) for injuries to any persons claiming a right to be on the Premises arising out of any cause at any time whether known or unknown to Landlord, including, but not

limited to, the use, misuse, condition, or state of repair of the Premises or any part thereof; and (c) for loss of Tenant's profits at any time from any cause.

30.2 This covenant and waiver is complete and includes a waiver of claims arising out of damage by the use, condition, or state of the Premises or any part thereof although the cause of such damage may be so situated that Tenant has no access to or means of repairing the same.

31. **NOTICES.**

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid. In lieu of mailing, either party may cause delivery of such notices, demands and requests to be made by personal service, telegraph or air freight, provided that written proof of delivery is given to the sender. All such notices, demands, and requests shall be delivered as follows:

If to Tenant: Guthy-Renker Ventures, LLC
41550 Eclectic St.
Palm Desert, CA 92260
Telephone (310) 581-6268
Email dvandebunt@qrventures.com

If to Landlord: Regional Access Project Foundation
Attn: Leticia Delara
Address: 41-550 Eclectic St. Palm Desert, CA 92260
Telephone: (760) 674-9992
Email: ldelara@rapfoundation.org

All notices shall be effective upon delivery or on the date delivery is refused by the receiving party. Either party may change its notice address upon written notice to the other party.

32. **RIGHT OF REPOSSESSION.** If, in compliance with any law or ordinance now or hereafter enacted, or if required to comply with the directions or requirements of any public officer, board or commission, it becomes necessary for Landlord to acquire permanently all or any portion of the Premises, Landlord or its assigns shall have the right to repossess the Premises, or any portion thereof, at any time upon sixty (60) days' written notice to Tenant, and when said Premises shall have been so permanently repossessed, the Landlord shall, in lieu of any time upon sixty (60) days' written notice to Tenant, and when said Premises shall have been so permanently repossessed, the Landlord shall, in lieu of any and all claims for damages, allow Tenant a credit on Tenant's Rent in the proportion that the portion of the Premises so taken bears to the whole of the Premises; provided, however, that if the space taken is of such an amount and size as to make the remaining space undesirable to the Tenant, then Landlord, upon thirty (30) days' written notice from Tenant, will endeavor, if available, to furnish Tenant with comparable space elsewhere in the Building and to move Tenant in such new space provided this Lease and each and all of the terms, covenants, and conditions thereof, shall thereupon remain in full force and effect and be deemed applicable to such new space; provided, however, that if Landlord shall be unable to provide Tenant with such other space, then this Lease shall thereupon cease and terminate. No exercise by Landlord of any right herein reserved shall entitle Tenant to damages for any injury or inconvenience occasioned thereby, or shall Tenant by reason thereof be entitled to any abatement in Rent (except as above set forth in case of taking of space permanently).

33. **OMITTED .**

33.1

34. **OMITTED.**

35. **CO-TENANTS.** All persons comprising Tenant, together with all assignees, should Landlord elect to treat said assignees as Tenants, are to be held and hereby agree to be held jointly and severally liable for the

payment of Rent and the faithful fulfillment of all the covenants, terms, and conditions of this Lease.

36. **NON-LIABILITY OF LANDLORD-INSURANCE.**

36.1 Tenant shall, during the term hereof and any other period of occupancy, at its sole cost and expense, keep in full force and effect the following insurance:

36.1.1 Standard form property insurance insuring against the perils of fire, extended coverage, vandalism, malicious mischief, special extended coverage ("All-Risk") and sprinkler leakage. This insurance policy shall be upon all property owned by Tenant, for which Tenant is legally liable or that was installed at Tenant's expense, and which is located in the Building including, without limitation, furniture, fittings, installations, fixtures, and any other personal property, in an amount not less than ninety percent (90%) of the full replacement costs, the decision of Landlord or any mortgagees of Landlord shall be conclusive. This insurance policy shall also be upon direct or indirect loss of Tenant's earnings attributable to Tenant's inability to use fully or obtain access to the Premises or Building in an amount as will properly reimburse Tenant. Such policy shall name Landlord and any mortgagees of Landlord as Insured parties, as their respective interests may appear.

36.1.2 Commercial General Liability Insurance insuring Tenant against liability arising out of the Lease, use, occupancy, or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of One Million Dollars (\$1,000,000) Combined Single Limit for injury to, or death of one or more

persons in an occurrence, and for damage to tangible property (including loss of use) in an occurrence, with such liability amount to be adjusted from year to year to reflect increases in the Consumer Price Index. The policy shall insure the hazards of Premises and operations, independent contractors, contractual liability, and shall (a) name Landlord as an additional insured, (b) contain loss liability provisions, and (c) contain a provision that "the insurance provided the Landlord hereunder shall be primarily and non-contributing with any other insurance (as required by state law).

36.1.3 Workmen's Compensation and Employer's Liability insurance in the amount of One Million Dollars (\$1,000,000).

36.1.4 Any other form or forms of insurance as Tenant or Landlord or any mortgagees of Landlord may reasonably require from time to time, in amounts and for insurance risks against which a prudent Tenant would protect itself.

36.2 All policies shall be written in a form satisfactory to Landlord and shall be taken out with insurance companies holding a General Policyholders Rating of "A-" and a Financial Rating of "X" or better, as set forth in the most current issue of Bests Insurance Guide. Within ten (10) days after the execution of this Lease, Tenant shall deliver to Landlord copies of policies or certificates evidencing the existence of the amounts and forms of coverage satisfactory to Landlord. No such policy shall be cancelable or reducible in coverage except after thirty (30) days' prior written notice to Landlord. Tenant shall, within ten (10) days prior to the expiration of such policies, furnish Landlord with renewals or "binders" thereof, or Landlord may order such insurance and charge the cost thereof to Tenant as Additional Rent. If Landlord obtains any insurance that is the responsibility of Tenant, a written statement setting forth the cost of any such insurance and showing in reasonable detail the manner in which it has been computed shall be delivered to Tenant for payment.

37. **LANDLORD'S INSURANCE.** Landlord shall at all times during the Term hereof maintain in effect a policy or policies of "All Risk" insurance covering the Building in an amount not less than eighty percent (80%) of full replacement cost providing protection against any peril generally included within the classification "Fire and Extended Coverage", together with insurance against sprinkler damage, vandalism and malicious mischief. In addition, Landlord may carry other insurance, within its sole discretion, on the Premises (including, but not limited to, rental and earthquake insurance). Landlord's obligation to carry the insurance provided for herein may be brought within the coverage of any so-called blanket policy or policies of insurance carrier and maintained by Landlord, provided that the coverage afforded will not be reduced or diminished by reason of the use of such blanket policy of insurance.

38. **ACM DISCLOSURE.** N/A

39. **NO HAZARDOUS SUBSTANCE.** Tenant shall not in violation of any applicable laws use, store, manufacture, dispose, spill, release, transfer to or from, or allow to exist on or about the Premises or the Premises' plumbing system any Hazardous Substance (as hereinafter defined); provided, however Tenant may, in accordance with all applicable laws, use and store ordinary and customary amounts of office, household, and consumer goods normally used in the course of Tenant's business permitted to be conducted on the Premises, if such use and storage does not expose the Premises to any meaningful risk of contamination or damage or expose Landlord to any liability therefor. The term "Hazardous Substance" shall mean any product, substance, chemical, material, or waste the presence, nature, quantity and/or intensity of which, either by itself or in combination with other material or materials, (a) requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy, or common law; or (b) which is or becomes defined as a "hazardous waste," "hazardous substance," pollutant or contaminant under any federal, state, or local statute, regulation, rule, or ordinance now in effect or hereinafter enacted, as the same may be amended from time to time, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.). Hazardous substances shall include, but shall not be limited to hydrocarbons, petroleum, gasoline, crude oil, or any products, by-products or fractions thereof, polychlorinated biphenyls asbestos, urea formaldehyde foam insulation, and radon gas.

40. **TIME OF THE ESSENCE.** Time of performance of all the provisions of this Lease is the essence of this Lease and each term and provision hereof is a condition precedent on the part of Tenant, breach of which shall be a material breach of this Lease.
41. **COMPLIANCE.** Tenant agrees to comply with all laws and ordinances and air regulations and requirements of municipal, state, and federal governments, boards, and authorities relative to the Tenant's occupancy of the Premises or to the business to be conducted therein.
42. **BUILDING RULES.** The Tenant hereby promises and agrees to keep and perform each and all of the rules and regulations of the Building hereinafter set forth which are attached hereto as Exhibit "C" and made a part of this Lease. The Landlord shall have the right from time to time and at any time to modify or amend said rules and to make other and different reasonable rules and regulations limiting, restricting, and regulating the privileges of tenants in the Building, and all such rules and regulations so made by the Landlord, after notice thereof to the Tenant, shall be binding upon the Tenant and become conditions of the Tenant's tenancy and covenants on the part of and to be performed by the Tenant.
43. **GENDER.** In this Lease, whenever the context so required the masculine gender herein used shall include the feminine or neuter and the singular number shall include the plural.
44. **OMITTED.**
45. **OFFSET STATEMENT.** At any time and from time to time, at the request of either party, the other party shall provide an offset statement certifying that this Lease is in full force and effect (if such be the case) and that there are no breaches by either party or offsets in favor of either party other than those set forth and such other provisions as Landlord may request.
46. **OMITTED.**
47. **OMITTED.**
48. **WAIVER OF JURY.** LANDLORD AND TENANT DO HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS COMPLAINT IN ANY ACTION, PROCEEDING AND/OR HEARING BROUGHT BY EITHER LANDLORD AGAINST TENANT OR TENANT AGAINST LANDLORD ON ANY MATTER WHATSOEVER ARISING OUT OF, OR) IN ANY WAY CONNECTED WITH, THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW, STATUTE, OR REGULATION, EMERGENCY OR OTHER"VISE, NOW OR HEREAFTER IN EFFECT.
49. **HOLD HARMLESS.** Tenant acknowledges that Tenant has had the opportunity to discuss the terms of this Lease with an Attorney at Law throughout the negotiations and up and through the time signatures are affixed to the Lease document. Thus, Tenant acknowledges that Tenant has not relied on any representation or statements from Landlord not contained within this Lease.
50. **OMITTED.**
51. **EXHIBITS.** All exhibits and addenda attached to this Lease, if any, are incorporated herein by this reference and shall be deed a part of this Lease.
52. **DESCRIPTIVE TITLES.** The descriptive titles used in this Lease are for convenience in reference only and are not a substantive part of this Lease. No reference thereto shall be made in interpreting this Lease.
53. **OMITTED.**

54. **LEASE EXECUTION.** This Lease shall not be effective until it has been executed by Landlord and an executed copy delivered by Landlord to Tenant.

The parties hereto have executed this Lease at the place and on the dates specified immediately adjacent to their respective signatures.

"Landlord"
Regional Access Project Foundation, a
California Non-Profit Corporation

_____ Date: _____
By: Leticia De Lara
Title: CEO

"Tenant"
Guthy Renker Ventures, LLC

_____ Date: _____
By: Dirk van de Bunt
Title: Chief Administrative Officer & General Counsel
Guthy-Renker Ventures, LLC

EXHIBIT "A"

**BUILDING RULES AND REGULATIONS
WHICH CONSTITUTE A PART OF THE LEASE**

1. The Tenant, and the Tenant's employees, shall not loiter in the entrance of corridors, or in any way obstruct the sidewalks, entry passages, halls, stairways and elevators, and shall use the same only as passage and means of passage to and from their respective offices.
2. The sash doors, sashes, windows, glass doors, lights, and skylights that reflect or admit light in the halls or other places of the Building, shall not be covered or obstructed.
3. The set-basins, sinks, slop-hoppers, water-closets or urinals shall not be used for any purpose other than that for which they were constructed, and no material or substances of any kind shall be thrown into them which will cause or tend to cause said set-basins, sinks, slop-hoppers, water-closets or urinals, or the waste pipes, fittings and traps connecting therewith, to become stopped or clogged, and no material or substances of any kind shall be thrown into such set-basins, sinks, slop-hoppers, water-closets or urinals which would damage or destroy said fixtures or the waste pipes, fittings and traps connecting therewith. The expense of any breakage, stoppage or damage from a violation of this rule shall be borne by the tenant who has caused such breakage, stoppage, or damage. Waste and excessive or unusual use of water, heat or compressed air will not be allowed.
4. No awning, shade, sign, advertisement, or notice shall be inscribed, painted or affixed on or to any part of the outside or inside of the Building except by the written consent of the Landlord, and except it be of such color and style and in such place upon or in the Building, as may be designated by the Landlord. If the Tenant desires window curtains in addition to those already in and owned by the Landlord, they must be of such uniform shape, color, material and make as may be prescribed by the Landlord and must be put up in the manner as directed by the Landlord, and paid for by the Tenant. All signs and doors or window glass will be installed for the Tenant by the Landlord, but the cost of installation will be paid by the Tenant.
5. When electric wiring of any kind is introduced, it must be connected as directed by the Landlord, and no boring or cutting or wires will be allowed except with the consent of the Landlord. The location of telephones, telegraph instruments, electric appliances, call boxes, etc., shall be prescribed by the Landlord. No apparatus of any kind shall be connected with the electric wiring without the written consent of the Landlord. The Tenant agrees not to use or connect with the electric wires, any more lights than are provided for in each room or any electric lamp or higher wattage more than provided, or any fans, motor or other apparatus without the written consent of the Landlord. The tenant agrees not to connect with the water pipes any apparatus using water, without the written consent of the Landlord.
6. The Tenant shall not in any way deface the walls, ceilings, partitions, floors, wood, stone or iron work.
7. Waste or unnecessary use of electric light is prohibited. Extra lamps for special lighting, floor and desk lamps will not be supplied by Landlord.
8. The Tenant shall not do anything in the Premises, or bring or keep anything therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance, or which shall conflict with the regulation of any governing body or public authority the laws, rules or regulations, thereof, or with any insurance policy on the Building or any part thereof, or with any rules or ordinances established by the Board of Health; and they shall not use any machinery therein which may cause any noise or jar, or tremor to the floors or walls, or which by its weight might injure the floors of the Buildings.

9. The Landlord shall prescribe the weight, size and position of all safes used in the Building by putting in or taking out, or maintaining a safe, shall be repaired at the expense of the Tenant. Articles of unusual size and weight are not permitted in the Building.
10. The Tenant shall not employ any person or persons other than the janitors of the Landlord for the purpose of cleaning up the Leased Premises without Landlord's written consent. The Landlord shall be in no way responsible to Tenant for any loss of property from the Leased Premises, however occurring, nor for any damage done to the effects of Tenant by the janitor or any of his employees, or by any other person or any other cause. Janitor's service will not include the beating of carpets and rugs, or washing or shampooing of carpets and rugs.
11. The Tenant and the Tenant's officers, agents and employees, shall not make nor permit any improper noises in the Building nor interfere in any way with other tenants or those having business with them, nor bring into nor keep within the Building any animal or bird. The Tenant and the Tenant's officers, agents and employees, shall not throw cigar or cigarette butts or other substances of any kind, out of the windows or doors, or down the passageways of the Building, or sit on, or place anything upon the window sills or outside ledges.
12. The Tenant shall not conduct any auction on said Premises.
13. All freight must be removed into, within or out of the Building under the supervision of the Landlord, and according to such regulations as may be posted in the Office of the Building, but the Landlord will not be responsible for the loss or damage to such freight from any cause. No furniture or equipment of any kind shall be brought into or removed from the Building without the consent of the Landlord or its agent, and all moving of furniture or equipment into or out of the Building by tenants, shall be done at such time and in such manner as may be directed by the Landlord or its agents.
14. The requirements of the Tenant will be attended to only upon application at the Office of the Building. Employees shall not perform any work nor do anything outside of their regular duties unless under special instruction from the Office, and no employee shall admit any person (Tenant or otherwise) to any office without specific instructions from the Office of the Building.
15. All keys shall be obtained from the Landlord and all keys shall be returned to the Landlord upon the termination of this Lease. The Tenant shall not change the locks or install other locks on the doors without written Permission from Landlord and Tenant shall key deadbolt and passage locks to Building masters and furnish Landlord with five (5) copies of any passage lock key.
16. The Landlord reserves the right at any time to change or rescind any one or more of these rules and regulations, or to make such other and further reasonable rules and regulations as in the Landlord's judgment may from time to time be necessary for the safety, care, and cleanliness of the Premises, and for the preservation of good order therein.
17. Tenant shall see that the windows and doors of said Leased Premises are closed and securely locked before leaving the Building, and, when a watchman is not in charge after business hours, including the common hallway doors of the Building.
18. Tenant shall give prompt written notice of any accident to or defects in the plumbing, water pipes, electric wires, or heating apparatus, so that same may be attended promptly.
19. Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the Landlord or other occupants of the Building by reason of noise, odors and/or vibrations, or interfere in any way with other tenants or those having business therein, nor shall any animals or birds be brought in or kept in or about the Premises of the Building.

20. No cooking shall be done or permitted by the Tenant on the Premises, nor shall the Premises be used for washing clothes, for lodging, or for any improper, objectionable or immoral purposes.

21. Tenant shall not use or keep in the Premises or the Building any kerosene, gasoline or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by the Landlord,

22. On Saturdays, Sundays and legal holidays, and on other days between the hours of 6:00 p.m. and 8:00 a.m. the following day, access to the Building, or to the halls, corridors, elevators or stairways in the Building or to the Premises may be refused unless the person seeking access is known to the person or employee of the Building in charge and has a pass or is properly identified. The Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of invasion, mob, riot, public excitement, or other commotion, the Landlord reserves the right to prevent access to the Building during the continuance of the same by closing the doors or otherwise, for the safety of the tenants and protection of the property in the Building and the Building