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Executive Director

PATRICIA L. BARFIELD

Director
Corporations Division

COMMISSIONERS
DOUG LITTLE - Chairman
BOB STUMP
BOB BURNS
TOM FORESE
ANDY TOBIN

**ARIZONA CORPORATION COMMISSION**

Date 02/12/2016

TOTAL SOLUTIONS, LLC
6920 W ALLISON RD.
CHANDLER, AZ 85226

Dear Sir or Madam:

Enclosed is a copy of the following document(s) that were served upon the Arizona Corporation Commission on 02/12/2016 as agent for **TOTAL SOLUTIONS, LLC**:

Case caption: **JEMCO FAIRVIEW II PROPERTIES LLC v. TOTAL SOLUTIONS, LLC**,
Case number: **CV2015-050174** Court: **MARICOPA COUNTY SUPERIOR COURT**

- ☒ Summons
- ☒ Complaint
- ☐ Subpoena
- ☐ Subpoena Duces Tecum
- ☐ Default Judgment
- ☐ Judgment
- ☐ Writ of Garnishment
- ☐ Motion For Summary Judgment
- ☐ Motion for
- ☒ Other **CERTIFICATE OF COMPULSORY ARBITRATION**

Sincerely,

Lynda B. Griffin
Custodian of Records

Initials JAB

File number L-1510861-2

COMMISSIONERS
DOUG LITTLE – Chairman
BOB STUMP
BOB BURNS
TOM FORESE
ANDY TOBIN



JODI JERICH
Executive Director

PATRICIA L. BARFIELD
Director
Corporations Division

ARIZONA CORPORATION COMMISSION

CERTIFICATE OF MAILING

The undersigned person certifies the following facts:

On **02/12/2016**, **JEFFREY A BARKER**, an employee of the Arizona Corporation Commission ("ACC"), received on behalf of the ACC service of the following documents upon the ACC as agent for **TOTAL SOLUTIONS, LLC**.

Case caption: **JEMCO FAIRVIEW II PROPERTIES LLC v. TOTAL SOLUTIONS, LLC,**

Case number: **CV2016-050174**

Court: **MARICOPA COUNTY SUPERIOR COURT**

- | | |
|----------------------------------------------------------------------------------------|----------------------------------------------|
| <input checked="" type="checkbox"/> Summons | <input type="checkbox"/> Default Judgment |
| <input checked="" type="checkbox"/> Complaint | <input type="checkbox"/> Judgment |
| <input type="checkbox"/> Subpoena | <input type="checkbox"/> Writ of Garnishment |
| <input type="checkbox"/> Subpoena Duces Tecum | |
| <input type="checkbox"/> Motion For Summary Judgment | |
| <input type="checkbox"/> Motion for | |
| <input checked="" type="checkbox"/> Other CERTIFICATE OF COMPULSORY ARBITRATION | |

On **02/12/2016**, the undersigned person placed a copy of the above listed documents in the United States Mail, postage prepaid, addressed to the entity at its last known place of business address, as follows:

TOTAL SOLUTIONS, LLC
6920 W ALLISON RD.
CHANDLER, AZ 85226

OR

The undersigned was unable to mail the above listed documents to

because that entity is not a registered corporation or limited liability company in the State of Arizona, and the Arizona Corporation Commission has no record of its known place of business.

I declare and certify under penalty of perjury that the foregoing is true and correct.

Printed name: **JEFFREY A BARKER**

Date: **02/12/2016**

Signature: _____

A handwritten signature in black ink, appearing to read "Jeffrey A. Barker", written over a horizontal line.

GILBERT BIRD LAW FIRM, PC
10575 N. 114TH STREET, SUITE 115
SCOTTSDALE, ARIZONA 85259
TELEPHONE: 480-767-6149

Ryan J. Bird (022819)
rbird@gilbertbirdlaw.com
Attorneys for Plaintiff

**SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY**

CV2016-050174

JEMCO FAIRVIEW II PROPERTIES LLC, a
Delaware limited liability company

No. _____

Plaintiff,

SUMMONS

vs.

TOTAL SOLUTIONS, LLC, an Arizona
limited liability company

If you would like legal advice from a lawyer,
contact the Lawyer Referral Service at
602-257-4434

Defendant.

or

www.maricopalawyers.org

Sponsored by the
Maricopa County Bar Association

THE STATE OF ARIZONA TO:

TOTAL SOLUTIONS, LLC, an Arizona limited liability company

YOU ARE HEREBY SUMMONED and required to appear and defend, within the time applicable, in this action in this Court. If served within Arizona, you shall appear and defend within 20 days after the service of the Summons and complaint upon you, exclusive of the day of service. If served out of the state of Arizona—whether by direct service, by registered or certified mail, or by publication—you shall appear and defend within 30 days after the service of the Summons and Complaint upon you is complete, exclusive of the day of service. Where process is served upon the Arizona Director of Insurance as an insurer's attorney to receive service of legal process against it in this State, the insurer shall not be required to appear, answer or plead until expiration of 40 days after date of such service upon the Director. Service by registered or certified mail outside the State of Arizona is complete 30 days after the date of filing the receipt and affidavit of service with the Court. Service by publication is complete 30 days after the date of first publication. Direct service is complete when made. Service upon the Arizona Motor Vehicle Superintendent is complete 30 days after filing the Affidavit of Compliance and return receipt or Officer's Return. **Rule 4, Arizona Rules and Civil Procedure; ARS §§ 20-222, 28-502, 28-503.**

1 **YOU ARE HEREBY NOTIFIED** that in case of your failure to appear and defend
2 within the time applicable, judgment by default may be rendered against you for the relief
3 demanded in the Complaint.

4 **YOU ARE CAUTIONED** that in order to appear and defend, you must file and
5 Answer or proper response in writing with the Clerk of this Court, accompanied by the
6 necessary filing fee, within the time required, and you are required to serve a copy of any
7 Answer or response upon the Plaintiff's attorney. **Rule 10(d), Arizona Rules of Civil
8 Procedure; A.R.S. § 12-311; Rule 5, Arizona Rules of Civil Procedure.**

9 The name and address of the Plaintiff's attorney is:

10 Ryan J. Bird
11 GILBERT BIRD LAW FIRM, PC
12 10575 North 114th Street, Suite 115
13 Scottsdale, Arizona 85259

14 **SIGNED AND SEALED** this date: _____

COPY

15 Clerk

JAN 20 2016

16 By _____

Deputy Clerk



MICHAEL K. JEANES, CLERK
J. CARDENAS
DEPUTY CLERK

17 **Requests for reasonable accommodation for persons with disabilities must be made to the**
18 **division assigned the case by parties at least 3 judicial days in advance of a scheduled**
19 **court proceeding.**

1 **GILBERT BIRD LAW FIRM, PC**
2 10575 NORTH 114TH STREET, SUITE 115
3 SCOTTSDALE, ARIZONA 85259
4 TELEPHONE: 480-767-6149

COPY

JAN 20 2016



MICHAEL K. JEANES, CLERK
J. CARDENAS
DEPUTY CLERK

4 Ryan J. Bird (022819)
5 rbird@gilbertbirdlaw.com
6 Attorneys for Plaintiff

7 **SUPERIOR COURT OF ARIZONA**
8 **MARICOPA COUNTY**

8 JEMCO FAIRVIEW II PROPERTIES LLC, a
9 Delaware limited liability company

10 Plaintiff,

11 vs.

12 TOTAL SOLUTIONS, LLC, an Arizona
13 limited liability company

14 Defendant.

No. CV2016-050174

**CERTIFICATE OF COMPULSORY
ARBITRATION**

15 The undersigned certifies that he knows the dollar limits, and any other limitations set
16 forth by the local rules of practice for the applicable superior court and further certifies that this
17 case is not subject to compulsory arbitration as provided by Rules 72 through 76 of the Arizona
18 Rules of Procedure.
19

20 DATED January 19, 2016

GILBERT BIRD LAW FIRM, PC

21 A handwritten signature in dark ink, appearing to read "R. Bird", is written over a horizontal line.

22 Ryan J. Bird
23 10575 North 114th Street, Suite 115
24 Scottsdale, Arizona 85259
25 Attorneys for Plaintiff
26
27
28

GILBERT BIRD LAW FIRM, PC
10575 N. 114TH STREET, SUITE 115
SCOTTSDALE, ARIZONA 85259
TELEPHONE: 480-767-6149

Ryan J. Bird (022819)
rbird@gilbertbirdlaw.com
Attorneys for Plaintiff

COPY

JAN 20 2016



MICHAEL K. JEANES, CLERK
J. CARDENAS
DEPUTY CLERK

**SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY**

JEMCO FAIRVIEW II PROPERTIES LLC, a
Delaware limited liability company,

Plaintiff,

vs.

TOTAL SOLUTIONS, LLC, an Arizona
limited liability company,

Defendant.

No. CV2016-050174

COMPLAINT

(Breach of Contract)

Plaintiff alleges:

1. Plaintiff JEMCO Fairview II Properties, LLC is a Delaware limited liability company, authorized to conduct business in Maricopa County, Arizona.
2. Upon information and belief, Defendant Total Solutions, LLC, is an Arizona limited liability company, authorized to conduct business in Maricopa County, Arizona.
3. The events and transactions hereinafter set forth occurred in Maricopa County, Arizona.
4. The amount of controversy exceeds this Court's minimum jurisdictional requirement.
5. On or about June 10, 2011, Plaintiff, as landlord, and Defendant, as tenant, entered into a written lease agreement (the "Lease") for certain premises known as 601 South 54th Street, Suite 35, Chandler, Arizona 85248, ("Premises").
6. A true and accurate copy of the Lease is attached hereto and marked as Exhibit "A".
7. On or about June 2, 2015, Plaintiff, as landlord, and Defendant, as tenant, entered into a First Amendment to Lease whereby certain provisions of the Lease were amended, including an extension of the term of the Lease for a period of two months.

1 8. A true and accurate copy of the First Amendment to Lease is attached hereto and marked
2 as Exhibit "B".

3 9. On or about August 4, 2015. Plaintiff, as landlord, and Defendant, as tenant, entered into a
4 Second Amendment to Lease whereby certain provisions of the Lease were amended,
5 including an extension of the term of the Lease for a period of one month.

6 10. A true and accurate copy of the Second Amendment to Lease is attached hereto and
7 marked as Exhibit "C".

8 11. Pursuant to the terms of the Lease, Defendant agreed to pay to Plaintiff rent and other
9 charges, including costs associated with cleaning and repairing the Premises upon
10 Defendant's lease expiration ("Rent").

11 12. Pursuant to Articles 6.04 and 6.06 of the Lease, Defendant agreed, at its own expense, to
12 maintain its portion of the Premises in good order, condition and repair.

13 13. Despite demand, Defendant upon the expiration of the Lease failed to deliver the Premises
14 in good order, condition and repair. The Defendant also neglected to leave the Premises
15 broom clean.

16 14. Defendant's failure to repair the Premises and restore the premises to good order and
17 condition forced the Plaintiff to hire contractors and utilize other services to complete the
18 necessary repairs.

19 15. Pursuant to the Lease, Defendant agreed to maintain the premises.

20 16. Defendant has failed to maintain the Premises and is in direct violation of the Lease and
21 the Plaintiff is entitled to its damages.

22 17. Despite demand, Defendant has failed to pay Rent when due.

23 18. Pursuant to the terms of the Lease, specifically Section 4.17, Plaintiff is entitled to interest
24 on all amounts due at the rate of fifteen percent (15%) per annum.

25 19. Plaintiff has incurred reasonable attorneys' fees and costs which it is entitled to recover
26 from Defendant pursuant to the terms of the Lease or, in the alternative, pursuant to A.R.S.
27 §§ 12-341.01 and 341.

28 WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

- 1 A. For all Rent due and unpaid through the date of judgment;
2 B. For pre-judgment interest on all unpaid Rent at the rate of fifteen percent (15%) per
3 annum, from the date due through the date of judgment;
4 C. For Plaintiff's reasonable attorneys' fees and costs incurred;
5 D. For interest on the total judgment amount at the rate of fifteen percent (15%) per
6 annum, from the date of judgment until paid; and
7 E. For each other and further relief as this Court deems just and proper.

8 DATED January 19, 2016

9 GILBERT BIRD LAW FIRM, PC

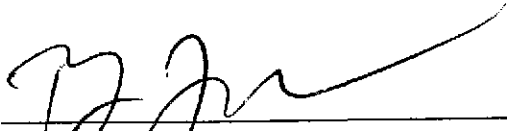
10 
11 _____
12 Ryan J. Bird
13 10575 North 114th Street, Suite 115
14 Scottsdale, Arizona 85259
15 Attorneys for Plaintiff
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EXHIBIT A

INDUSTRIAL REAL ESTATE LEASE

(Multi-Tenant Facility)

ARTICLE ONE: BASIC TERMS

This Article One contains the Basic Terms of this Lease between the Landlord and Tenant named below. Other Articles, Sections and Paragraphs of the Lease referred to in this Article One explain and define the Basic Terms and are to be read in conjunction with the Basic Terms.

Section 1.01. Date of Lease: June 10, 2011.

Section 1.02. Landlord (include legal entity): JEMCO FAIRVIEW II PROPERTIES LLC,
a Delaware limited liability company.

Address of Landlord: 9061 Santa Monica Blvd., Los Angeles, CA 90069.

Section 1.03. Tenant (include legal entity): Total Solutions, LLC, an Arizona limited liability company.

Address of Tenant: 601 S. 54th St., Suite 35, Chandler, AZ 85248.

Section 1.04. Property: The Property is part of Landlord's multi-tenant real property development known as Fairview Corporate Park II and described or depicted in Exhibit "A" (the "Project"). The Project includes the land, the buildings and all other improvements located on the land, and the common areas described in Paragraph 4.05(a). The Property is (include street address, approximate square footage and description):

an approximate 67,472 square foot office/warehouse located at 601 S. 54th Street, Suite 35, Chandler, AZ (the "Property"). For purposes of the Lease, it is agreed and stipulated by both Landlord and Tenant that the rentable area shall be deemed to be 67,472 square feet regardless of any inaccuracy therein.

Section 1.05. Lease Term: 3 years and 0 months beginning July 1, 2012, or such other date as is specified in this Lease, and ending on June 30, 2015.

Section 1.06. Permitted Uses: (See Article Five) Administrative offices, warehouse and distribution of health products.

Section 1.07. Tenant's Guarantor: (If none, so state) None.

Section 1.08. Brokers: (See Article Fourteen) (If none, so state)

Landlord's Broker: None.

Tenant's Broker: Lee & Associates (Lover & McClurg).

Section 1.09. Commission Payable to Landlord's Broker: (See Article Fourteen) Per separate agreement.

Section 1.10. Initial Security Deposit: (See Section 3.03) \$37,785.00.

Section 1.11. Vehicle Parking Spaces Allocated to Tenant: (See Section 4.05) 40.

Section 1.12. Rent and Other Charges Payable by Tenant:

(a) BASE RENT: Thirty-Five Thousand Eighty-Five and No/100 Dollars (\$35,085.00) per month for months 1 through 12, as provided in Section 3.01, and shall be increased on the first day of the 13th & 25th month(s) after the Commencement Date as provided in Rider No. 1 attached hereto.

(b) OTHER PERIODIC PAYMENTS: (i) Real Property Taxes (See Section 4.02); (ii) Utilities (See Section 4.03); (iii) Insurance Premiums (See Section 4.04); (iv) Tenant's Initial Pro Rata Share of Common Area Expenses 50.00% (See Section 4.05); (v) Maintenance, Repairs and Alterations (See Article Six).

Section 1.13. Landlord's Share of Profit on Assignment or Sublease: (See Section 9.04) one hundred percent (100%) of the Profit (the "Landlord's Share").

Section 1.14. Riders: The following Riders are attached to and made a part of this Lease: (If none, so state) Rider No. 1, Exhibit "A" (Site Plan), Exhibit "A-1" (Prohibited Parking), and the Option to Extend Term Lease Rider.

ARTICLE TWO: LEASE TERM

Section 2.01. Lease of Property For Lease Term. Landlord leases the Property to Tenant and Tenant leases the Property from Landlord for the Lease Term. The Lease Term is for the period stated in Section 1.05 above and shall begin and end on the dates specified in Section 1.05 above, unless the beginning or end of the Lease Term is changed under any provision of

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this Lease. The "Commencement Date" shall be the date specified in Section 1.05 above for the beginning of the Lease Term, unless advanced or delayed under any provision of this Lease.

Section 2.02. Delay in Commencement.

(a) Landlord shall not be liable to Tenant if Landlord does not deliver possession of the Property to Tenant on the Commencement Date. Landlord's non-delivery of the Property to Tenant on that date shall not affect this Lease or the obligations of Tenant under this Lease except that the Commencement Date shall be delayed until Landlord delivers possession of the Property to Tenant and the Lease Term shall be extended for a period equal to the delay in delivery of possession of the Property to Tenant, plus the number of days necessary to end the Lease Term on the last day of a month. If Landlord does not deliver possession of the Property to Tenant within ninety (90) days after the Commencement Date, Tenant may elect to cancel this Lease by giving written notice to Landlord within ten (10) days after the ninety (90)-day period ends. If Tenant gives such notice, the Lease shall be canceled and neither Landlord nor Tenant shall have any further obligations to the other. If Tenant does not give such notice, Tenant's right to cancel the Lease shall expire and the Lease Term shall commence upon the delivery of possession of the Property to Tenant. If delivery of possession of the Property to Tenant is delayed, Landlord and Tenant shall, upon such delivery, execute an amendment to this Lease setting forth the actual Commencement Date and expiration date of the Lease. Failure to execute such amendment shall not affect the actual Commencement Date and expiration date of the Lease.

(b) Landlord shall not be required to deliver possession of the Property to Tenant until Tenant complies with its obligation to provide evidence of liability insurance to Landlord as outlined in Section 4.04 of this Lease. Pending delivery of such evidence to Landlord, Tenant shall be required to perform all of its obligations under this Lease from and after mutual Lease execution, including the payment of Rent, regardless of Landlord's election to withhold possession pending receipt of such evidence of liability insurance. Furthermore, if Tenant is required to perform any other conditions prior to or concurrent with the Commencement Date, the Commencement Date shall occur, but Landlord may elect to withhold possession until such conditions are satisfied.

Section 2.03. Early Occupancy. If Tenant occupies the Property prior to the Commencement Date, Tenant's occupancy of the Property shall be subject to all of the provisions of this Lease. Early occupancy of the Property shall not advance the expiration date of this Lease. Tenant shall pay Base Rent and all other charges specified in this Lease for the early occupancy period.

Section 2.04. Holding Over. Tenant shall vacate the Property upon the expiration or earlier termination of this Lease. Tenant shall reimburse Landlord for and indemnify Landlord against all damages which Landlord incurs from Tenant's delay in vacating the Property. If Tenant does not vacate the Property upon the expiration or earlier termination of the Lease and Landlord thereafter accepts rent from Tenant, Tenant's occupancy of the Property shall be a "month-to-month" tenancy, subject to all of the terms of this Lease applicable to a month-to-month tenancy, except that the Base Rent then in effect shall be increased by fifty percent (50%).

ARTICLE THREE: BASE RENT

Section 3.01. Time and Manner of Payment. Upon execution of this Lease, Tenant shall pay Landlord the Base Rent in the amount stated in Paragraph 1.12(a) above for the first month of the Lease Term. On the first day of the second month of the Lease Term and each month thereafter, Tenant shall pay Landlord the Base Rent, in advance, without offset, deduction or prior demand. The Base Rent shall be payable at Landlord's address or at such other place as Landlord may designate in writing.

Section 3.02. Security Deposit. Upon the execution of this Lease, Tenant shall deposit with Landlord a cash Security Deposit in the amount set forth in Section 1.10 above. Landlord may apply all or part of the Security Deposit to any unpaid rent or other charges due from Tenant or to cure any other defaults of Tenant. If Landlord uses any part of the Security Deposit, Tenant shall restore the Security Deposit to its full amount within ten (10) days after Landlord's written request. Tenant's failure to do so shall be a material default under this Lease. No interest shall be paid on the Security Deposit. Landlord shall not be required to keep the Security Deposit separate from its other accounts and no trust relationship is created with respect to the Security Deposit.

Section 3.03. Termination; Advance Payments. Upon termination of this Lease under Article Seven (Damage or Destruction), Article Eight (Condemnation) or any other termination not resulting from Tenant's default, and after Tenant has vacated the Property in the manner required by this Lease, Landlord shall refund or credit to Tenant (or Tenant's successor) the unused

portion of the Security Deposit, any advance rent or other advance payments made by Tenant to Landlord, and any amounts paid for real property taxes and other reserves which apply to any time periods after termination of the Lease.

ARTICLE FOUR: OTHER CHARGES PAYABLE BY TENANT

Section 4.01. Additional Rent. All charges payable by Tenant other than Base Rent are called "Additional Rent." Unless this Lease provides otherwise, Tenant shall pay all Additional Rent then due with the next monthly installment of Base Rent. The term "rent" shall mean Base Rent and Additional Rent.

Section 4.02. Property Taxes.

(a) **Real Property Taxes.** Tenant shall pay all real property taxes on the Property (including any fees, taxes or assessments against, or as a result of, any tenant improvements installed on the Property by or for the benefit of Tenant) during the Lease Term. Subject to Paragraph 4.02(c) below, such payment shall be made at least ten (10) days prior to the delinquency date of the taxes. Within such ten (10)-day period, Tenant shall furnish Landlord with satisfactory evidence that the real property taxes have been paid. Landlord shall reimburse Tenant for any real property taxes paid by Tenant covering any period of time prior to or after the Lease Term. If Tenant fails to pay the real property taxes when due, Landlord may pay the taxes and Tenant shall reimburse Landlord for the amount of such tax payment as Additional Rent.

(b) **Definition of "Real Property Tax".** "Real property tax" means: (i) any fee, license fee, license tax, business license fee, commercial rental tax, levy, charge, assessment, penalty or tax imposed by any taxing authority against the Property; (ii) any tax on the Landlord's right to receive, or the receipt of, rent or income from the Property or against Landlord's business of leasing the Property; (iii) any tax or charge for fire protection, streets, sidewalks, road maintenance, refuse or other services provided to the Property by any governmental agency; (iv) any tax imposed upon this transaction or based upon a re-assessment of the Property due to a change of ownership, as defined by applicable law, or other transfer of all or part of Landlord's interest in the Property; and (v) any charge or fee replacing any tax previously included within the definition of real property tax. "Real property tax" does not, however, include Landlord's federal or state income, franchise, inheritance or estate taxes.

(c) **Joint Assessment.** If the Property is not separately assessed, Landlord shall reasonably determine Tenant's share of the real property tax payable by Tenant under Paragraph 4.02(a) from the assessor's worksheets or other reasonably available information. Tenant shall pay such share to Landlord within fifteen (15) days after receipt of Landlord's written statement.

(d) Personal Property Taxes.

(i) Tenant shall pay all taxes charged against trade fixtures, furnishings, equipment or any other personal property belonging to Tenant. Tenant shall try to have personal property taxed separately from the Property.

(ii) If any of Tenant's personal property is taxed with the Property, Tenant shall pay Landlord the taxes for the personal property within fifteen (15) days after Tenant receives a written statement from Landlord for such personal property taxes.

Section 4.03. Utilities. Tenant shall pay, directly to the appropriate supplier, the cost of all natural gas, heat, light, power, sewer service, telephone, water, refuse disposal and other utilities and services supplied to the Property. However, if any services or utilities are jointly metered with other property, Landlord shall make a reasonable determination of Tenant's proportionate share of the cost of such utilities and services and Tenant shall pay such share to Landlord within fifteen (15) days after receipt of Landlord's written statement.

Section 4.04. Insurance Policies.

(a) **Liability Insurance.** During the Lease Term, Tenant shall maintain a policy of commercial general liability insurance (sometimes known as broad form comprehensive general liability insurance) insuring Tenant against liability for bodily injury, property damage (including loss of use of property) and personal injury arising out of the operation, use or occupancy of the Property. Tenant shall name Landlord and Landlord's property management company as an additional insureds under such policy, including providing such endorsements as required by Landlord to evidence such coverage. The initial amount of such insurance shall be Two Million Dollars (\$2,000,000) per occurrence and shall be subject to periodic increase based upon inflation, increased liability awards, recommendation of Landlord's professional insurance advisers and other relevant factors. The liability insurance obtained by Tenant under this Paragraph 4.04(a) shall (i) be primary and non-contributing; (ii) contain cross-liability endorsements; and (iii) insure Landlord against Tenant's performance under Section 5.05, if the matters giving rise to the indemnity under Section 5.05 result from the negligence of Tenant. The amount and coverage of such insurance shall not limit Tenant's liability nor relieve Tenant of

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any other obligation under this Lease. Landlord may also obtain comprehensive public liability insurance in an amount and with coverage determined by Landlord insuring Landlord against liability arising out of ownership, operation, use or occupancy of the Property. The policy obtained by Landlord shall not be contributory and shall not provide primary insurance.

(b) **Property and Rental Income Insurance.** During the Lease Term, Landlord shall maintain policies of insurance covering loss of or damage to the Property in the full amount of its replacement value. Such policy shall contain an Inflation Guard Endorsement and shall provide protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (all risk), sprinkler leakage and any other perils which Landlord deems reasonably necessary. Landlord shall have the right to obtain flood and earthquake insurance. Landlord shall not obtain insurance for Tenant's fixtures or equipment or building improvements installed by Tenant on the Property. During the Lease Term, Landlord shall also maintain a rental income insurance policy, with loss payable to Landlord, in an amount equal to one year's Base Rent, plus estimated real property taxes and insurance premiums. Tenant shall be liable for the payment of any deductible amount under Landlord's or Tenant's insurance policies maintained pursuant to this Section 4.04, in an amount not to exceed Ten Thousand Dollars (\$10,000.00). Tenant shall not do or permit anything to be done which invalidates any such insurance policies.

(c) **Payment of Premiums.** Tenant shall pay all premiums for the insurance policies described in Paragraphs 4.04(a) and (b) (whether obtained by Landlord or Tenant) within fifteen (15) days after Tenant's receipt of a copy of the premium statement or other evidence of the amount due. For insurance policies maintained by Landlord which cover improvements on the entire Project, Tenant shall pay Tenant's prorated share of the premiums, in accordance with the formula in Paragraph 4.05(e) for determining Tenant's share of Common Area costs. If insurance policies maintained by Landlord cover improvements on real property other than the Project, Landlord shall deliver to Tenant a statement of the premium applicable to the Property showing in reasonable detail how Tenant's share of the premium was computed. If the Lease Term expires before the expiration of an insurance policy maintained by Landlord, Tenant shall be liable for Tenant's prorated share of the insurance premiums. Before the Commencement Date, Tenant shall deliver to Landlord a copy of any policy of insurance, which Tenant is required to maintain under this Section 4.04. At least thirty (30) days prior to the expiration of any such policy, Tenant shall deliver to Landlord a renewal of such policy. As an alternative to providing a policy of insurance, Tenant shall have the right to provide Landlord a certificate of insurance, executed by an authorized officer of the insurance company, showing that the insurance which Tenant is required to maintain under this Section 4.04 is in full force and effect and containing such other information which Landlord reasonably requires.

(d) **General Insurance Provisions.**

(i) Any insurance which Tenant is required to maintain under this Lease shall include a provision which requires the insurance carrier to give Landlord not less than thirty (30) days' written notice prior to any cancellation or modification of such coverage.

(ii) If Tenant fails to deliver any policy, certificate or renewal to Landlord required under this Lease within the prescribed time period or if any such policy is canceled or modified during the Lease Term without Landlord's consent, Landlord may obtain such insurance, in which case Tenant shall reimburse Landlord for the cost of such insurance within fifteen (15) days after receipt of a statement that indicates the cost of such insurance.

(iii) Tenant shall maintain all insurance required under this Lease with companies holding a "General Policy Rating" of A-12 or better, as set forth in the most current issue of "Best Key Rating Guide". Landlord and Tenant acknowledge the insurance markets are rapidly changing and that insurance in the form and amounts described in this Section 4.04 may not be available in the future. Tenant acknowledges that the insurance described in this Section 4.04 is for the primary benefit of Landlord. If at any time during the Lease Term, Tenant is unable to maintain the insurance required under the Lease, Tenant shall nevertheless maintain insurance coverage which is customary and commercially reasonable in the insurance industry for Tenant's type of business, as that coverage may change from time to time. Landlord makes no representation as to the adequacy of such insurance to protect Landlord's or Tenant's interests. Therefore, Tenant shall obtain any such additional property or liability insurance which Tenant deems necessary to protect Landlord and Tenant.

(iv) Unless prohibited under any applicable insurance policies maintained, Landlord and Tenant each hereby waive any and all rights of recovery against the other, or against the officers, employees, agents or representatives of the other, for loss of or damage to its property or the property of others under its control, if such loss or damage is covered by any insurance policy in force (whether or not described in this Lease) at the time of

such loss or damage. Upon obtaining the required policies of insurance, Landlord and Tenant shall give notice to the insurance carriers of this mutual waiver of subrogation.

Section 4.05. Common Areas; Use, Maintenance and Costs.

(a) **Common Areas.** As used in this Lease, "Common Areas" shall mean all areas within the Project which are available for the common use of tenants of the Project and which are not leased or held for the exclusive use of Tenant or other tenants, including, but not limited to, parking areas, driveways, sidewalks, loading areas, access roads, corridors, landscaping and planted areas. Landlord, from time to time, may change the size, location, nature and use of any of the Common Areas, convert Common Areas into leaseable areas, construct additional parking facilities (including parking structures) in the Common Areas, and increase or decrease Common Area land and/or facilities. Tenant acknowledges that such activities may result in inconvenience to Tenant. Such activities and changes are permitted if they do not materially affect Tenant's use of the Property.

(b) **Use of Common Areas.** Tenant shall have the nonexclusive right (in common with other tenants and all others to whom Landlord has granted or may grant such rights) to use the Common Areas for the purposes intended, subject to such reasonable rules and regulations as Landlord may establish from time to time. Tenant shall abide by such rules and regulations and shall use its best effort to cause others who use the Common Areas with Tenant's express or implied permission to abide by Landlord's rules and regulations. At any time, Landlord may close any Common Areas to perform any acts in the Common Areas as, in Landlord's judgment, are desirable to improve the Project. Tenant shall not interfere with the rights of Landlord, other tenants or any other person entitled to use the Common Areas.

(c) **Specific Provision re: Vehicle Parking.** Tenant shall be entitled to use the number of vehicle parking spaces in the Project allocated to Tenant in Section 1.11 of the Lease without paying any additional rent. All of Tenant's parking spaces shall be limited to vehicles no larger than standard size automobiles or pickup utility vehicles. Tenant shall not cause large trucks or other large vehicles to be parked within the Project or on the adjacent public or private streets. Temporary parking of large delivery vehicles in the Project may be permitted by the rules and regulations established by Landlord. Vehicles shall be parked only in striped parking spaces and not in driveways, loading areas or other locations not specifically designated for parking. Handicapped spaces shall only be used by those legally permitted to use them. If Tenant parks more vehicles in the parking area than the number set forth in Section 1.11 of this Lease, such conduct shall be a material breach of this Lease. In addition to Landlord's other remedies under the Lease, Tenant shall pay a daily charge determined by Landlord for each such additional vehicle. Notwithstanding the foregoing, the parking of vehicles is strictly prohibited where shown on Exhibit "A-1" attached hereto.

(d) **Maintenance of Common Areas.** Landlord shall maintain the Common Areas in good order, condition and repair and shall operate the Project, in Landlord's sole discretion, as a first-class industrial/commercial real property development. Tenant shall pay Tenant's pro rata share (as determined below) of all costs incurred by Landlord for the operation and maintenance of the Common Areas. Common Area costs include, but are not limited to, costs and expenses for the following: gardening and landscaping; utilities, water and sewage charges; maintenance of signs (other than tenants' signs); premiums for liability, property damage, fire and other types of casualty insurance on the Common Areas and worker's compensation insurance; all property taxes and assessments levied on or attributable to the Common Areas and all Common Area improvements; all personal property taxes levied on or attributable to personal property used in connection with the Common Areas; all costs and fees associated with appealing or protesting the property taxes on the Project; straight-line depreciation on personal property owned by Landlord which is consumed in the operation or maintenance of the Common Areas; rental or lease payments paid by Landlord for rented or leased personal property used in the operation or maintenance of the Common Areas; fees for required licenses and permits; repairing, resurfacing, repaving, maintaining, painting, lighting, cleaning, refuse removal, security and similar items; reserves for future roof replacement and exterior painting and other appropriate reserves; and a reasonable allowance to Landlord for Landlord's supervision of the Common Areas (not to exceed five percent (5%)) of the gross rents of the Project for the calendar year, provided that, at Landlord's option, the Project gross rents used for such calculation shall be proportionately adjusted to reflect a ninety-five percent (95%) stabilized occupancy). Landlord may cause any or all of such services to be provided by third parties and the cost of such services shall be included in Common Area costs. Common Area costs shall not include depreciation of real property, which forms part of the Common Areas.

(e) **Tenant's Share and Payment.** Tenant shall pay Tenant's annual pro rata share of all Common Area costs (prorated for any fractional month) upon written notice from Landlord

that such costs are due and payable, and in any event prior to delinquency. Tenant's pro rata share shall be calculated by dividing the square foot area of the Property, as set forth in Section 1.04 of the Lease, by the aggregate square foot area of the Project which is leased or held for lease by tenants, as of the date on which the computation is made. Tenant's initial pro rata share is set out in Paragraph 1.12(b). Any changes in the Common Area costs and/or the aggregate area of the Project leased or held for lease during the Lease Term shall be effective on the first day of the month after such change occurs. Landlord may, at Landlord's election, estimate in advance and charge to Tenant as Common Area costs, all real property taxes for which Tenant is liable under Section 4.02 of the Lease, all insurance premiums for which Tenant is liable under Section 4.04 of the Lease, all maintenance and repair costs for which Tenant is liable under Paragraph 6.03(b) and Section 6.04 of the Lease, and all other Common Area costs payable by Tenant hereunder. At Landlord's election, such statements of estimated Common Area costs shall be delivered monthly, quarterly or at any other periodic intervals to be designated by Landlord. Landlord may adjust such estimates at any time based upon Landlord's experience and reasonable anticipation of costs. Such adjustments shall be effective as of the next rent payment date after notice to Tenant. Within sixty (60) days after the end of each calendar year of the Lease Term, Landlord shall deliver to Tenant a statement prepared in accordance with generally accepted accounting principles setting forth, in reasonable detail, the Common Area costs paid or incurred by Landlord during the preceding calendar year and Tenant's pro rata share. Upon receipt of such statement, there shall be an adjustment between Landlord and Tenant, with payment to or credit given by Landlord (as the case may be) so that Landlord shall receive the entire amount of Tenant's share of such costs and expenses for such period.

Section 4.06. Late Charges. Tenant's failure to pay rent promptly may cause Landlord to incur unanticipated costs. The exact amount of such costs is impractical or extremely difficult to ascertain. Such costs may include, but are not limited to, processing and accounting charges and late charges which may be imposed on Landlord by any ground lease, mortgage or trust deed encumbering the Property. Therefore, if Landlord does not receive any rent payment on or before the fifth (5th) calendar day of the month in which it becomes due, Tenant shall pay Landlord a late charge equal to ten percent (10%) of the over due amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of such late payment.

Section 4.07. Interest on Past Due Obligations. Any amount owed by Tenant to Landlord which is not paid when due shall bear interest at the rate of fifteen percent (15%) per annum from the due date of such amount. However, interest shall not be payable on late charges to be paid by Tenant under this Lease. The payment of interest on such amounts shall not excuse or cure any default by Tenant under this Lease. If the interest rate specified in this Lease is higher than the rate permitted by law, the interest rate is hereby decreased to the maximum legal interest rate permitted by law.

ARTICLE FIVE: USE OF PROPERTY

Section 5.01. Permitted Uses. Tenant may use the Property only for the Permitted Uses set forth in Section 1.06 above.

Section 5.02. Manner of Use. Tenant shall not cause or permit the Property to be used in any way which constitutes a violation of any law, ordinance, or governmental regulation or order, which annoys or interferes with the rights of tenants of the Project, or which constitutes a nuisance or waste. Tenant shall obtain and pay for all permits, including a Certificate of Occupancy, required for Tenant's occupancy of the Property and shall promptly take all actions necessary to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements regulating the use by Tenant of the Property, including the Occupational Safety and Health Act.

Section 5.03. Hazardous Materials. As used in this Lease, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. Tenant shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Property by Tenant, its agents, employees, contractors, sub-lessees or invitees without the prior written consent of Landlord.

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Landlord shall be entitled to take into account such other factors or facts as Landlord may reasonably determine to be relevant in determining whether to grant or withhold consent to Tenant's proposed activity with respect to Hazardous Material. In no event, however, shall Landlord be required to consent to the installation or use of any storage tanks on the Property.

Section 5.04. Signs and Auctions. Tenant shall not place any signs on the Property without Landlord's prior written consent. Tenant shall not conduct or permit any auctions or sheriff's sales at the Property.

Section 5.05. Indemnity. Tenant shall indemnify Landlord against and hold Landlord harmless from any and all costs, claims or liability arising from: (a) Tenant's use of the Property; (b) the conduct of Tenant's business or anything else done or permitted by Tenant to be done in or about the Property, including any contamination of the Property or any other property resulting from the presence or use of Hazardous Material caused or permitted by Tenant; (c) any breach or default in the performance of Tenant's obligations under this Lease; (d) any misrepresentation or breach of warranty by Tenant under this Lease; or (e) other acts or omissions of Tenant. Tenant shall defend Landlord against any such cost, claim or liability at Tenant's expense with counsel reasonably acceptable to Landlord or, at Landlord's election, Tenant shall reimburse Landlord for all legal fees and costs incurred by Landlord in connection with any such claim. As a material part of the consideration to Landlord, Tenant assumes all risk of damage to property or injury to persons in or about the Property arising from any cause, and Tenant hereby waives all claims in respect thereof against Landlord, except for any claim arising out of Landlord's gross negligence or willful misconduct. As used in this Section, the term "Tenant" shall include Tenant's employees, agents, contractors and invitees, if applicable.

Section 5.06. Landlord's Access. Landlord or its agents may enter the Property at all reasonable times to show the Property to potential buyers, investors or tenants or other parties; to do any other act or to inspect and conduct tests in order to monitor Tenant's compliance with all applicable environmental laws and all laws governing the presence and use of Hazardous Material; or for any other purpose Landlord deems necessary. Landlord shall give Tenant prior notice of such entry, except in the case of an emergency. Landlord may place customary "For Sale" or "For Lease" signs on the Property.

Section 5.07. Quiet Possession. If Tenant pays the rent and complies with all other terms of this Lease, Tenant may occupy and enjoy the Property for the full Lease Term, subject to the provisions of this Lease.

ARTICLE SIX: CONDITION OF PROPERTY; MAINTENANCE, REPAIRS & ALTERATIONS

Section 6.01. Existing Conditions. Tenant accepts the Property in its condition as of the execution of the Lease, subject to all recorded matters, laws, ordinances, and governmental regulations and orders. Except as provided herein, Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation as to the condition of the Property or the suitability of the Property for Tenant's intended use. Tenant represents and warrants that Tenant has made its own inspection of and inquiry regarding the condition of the Property and is not relying on any representations of Landlord or any Broker with respect thereto. If Landlord or Landlord's Broker has provided a Property Information Sheet or other Disclosure Statement regarding the Property, a copy is attached as an exhibit to the Lease.

Section 6.02. Exemption of Landlord from Liability. Landlord shall not be liable for any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers or any other person in or about the Property, whether such damage or injury is caused by or results from: (a) fire, steam, electricity, water, gas or rain; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; (c) conditions arising in or about the Property or upon other portions of the Project, or from other sources or places; or (d) any act or omission of any other tenant of the Project. Landlord shall not be liable for any such damage or injury even though the cause of or the means of repairing such damage or injury are not accessible to Tenant. The provisions of this Section 6.02 shall not, however, exempt Landlord from liability for Landlord's gross negligence or willful misconduct.

Section 6.03. Landlord's Obligations.

(a) Except as provided in Article Seven (Damage or Destruction) and Article Eight (Condemnation), Landlord shall keep the following in good order, condition and repair: the foundations, exterior walls and roof of the Property (including painting the exterior surface of the exterior walls of the Property not more often than once every five (5) years, if necessary) and all

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components of electrical, mechanical, plumbing, heating and air conditioning systems and facilities located in the Property which are concealed or used in common by tenants of the Project. However, Landlord shall not be obligated to maintain or repair windows, doors, plate glass or the interior surfaces of exterior walls. Landlord shall make repairs under this Section 6.03 within a reasonable time after receipt of written notice from Tenant of the need for such repairs.

(b) Tenant shall pay or reimburse Landlord for all costs Landlord incurs under Paragraph 6.03(a) above as Common Area costs as provided for in Section 4.05 of the Lease. Tenant waives the benefit of any statute in effect now or in the future which might give Tenant the right to make repairs at Landlord's expense or to terminate this Lease due to Landlord's failure to keep the Property in good order, condition and repair.

Section 6.04. Tenant's Obligations.

(a) Except as provided in Section 6.03, Article Seven (Damage or Destruction) and Article Eight (Condemnation), Tenant shall keep all portions of the Property (including structural, nonstructural, interior, systems and equipment) in good order, condition and repair (including interior repainting and refinishing, as needed). If any portion of the Property or any system or equipment in the Property which Tenant is obligated to repair cannot be fully repaired or restored, Tenant shall promptly replace such portion of the Property or system or equipment in the Property, regardless of whether the benefit of such replacement extends beyond the Lease Term.

Tenant shall maintain a preventive maintenance contract providing for the regular inspection and maintenance of the heating, air conditioning system and evaporative cooling system by a licensed heating and air conditioning contractor, unless Landlord maintains such equipment under Section 6.03 above or if the equipment is not used in common with other tenants of the Project, Landlord may, at Landlord's option, elect to maintain the heating, air conditioning and evaporative cooling systems (if any) and Tenant shall pay or reimburse Landlord for all costs Landlord incurs for such maintenance or replacement. If any part of the Property or the Project is damaged by any act or omission of Tenant, Tenant shall pay Landlord the cost of repairing or replacing such damaged property, whether or not Landlord would otherwise be obligated to pay the cost of maintaining or repairing such property. It is the intention of Landlord and Tenant that at all times Tenant shall maintain the portions of the Property which Tenant is obligated to maintain in an attractive, first-class and fully operative condition.

(b) Tenant shall fulfill all of Tenant's obligations under this Section 6.04 at Tenant's sole expense. If Tenant fails to maintain, repair or replace the Property as required by this Section 6.04, Landlord may, upon ten (10) days' prior notice to Tenant (except that no notice shall be required in the case of an emergency), enter the Property and perform such maintenance or repair (including replacement, as needed) on behalf of Tenant. In such case, Tenant shall reimburse Landlord for all costs incurred in performing such maintenance or repair immediately upon demand.

Section 6.05. Alterations, Additions, and Improvements.

(a) Tenant shall not make any alterations, additions, or improvements to the Property without Landlord's prior written consent, except for non-structural alterations which do not exceed Ten Thousand Dollars (\$10,000) in cost cumulatively over the Lease Term and which are not visible from the outside of any building of which the Property is part. Landlord may require Tenant to provide demolition and/or lien and completion bonds in form and amount satisfactory to Landlord. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this Paragraph 6.05(a) upon Landlord's written request. All alterations, additions, and improvements shall be done in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord. Upon completion of any such work, Tenant shall provide Landlord with "as built" plans, copies of all construction contracts, and proof of payment for all labor and materials.

(b) Tenant shall pay when due all claims for labor and material furnished to the Property. Tenant shall give Landlord at least twenty (20) days' prior written notice of the commencement of any work on the Property, regardless of whether Landlord's consent to such work is required. Landlord may elect to record and post notices of non-responsibility on the Property.

Section 6.06. Condition upon Termination. Upon the termination of the Lease, Tenant shall surrender the Property to Landlord, broom clean and in the same condition as received except for ordinary wear and tear which Tenant was not otherwise obligated to remedy under any provision of this Lease. However, Tenant shall not be obligated to repair any damage, which Landlord is required to repair under Article Seven (Damage or Destruction). In addition, Landlord may require Tenant to remove any alterations, additions or improvements (whether or not made with Landlord's consent) prior to the expiration of the Lease and to restore the Property to its prior condition, all at Tenant's expense. All alterations, additions and improvements which

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Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the expiration or earlier termination of the Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Property. Tenant shall repair, at Tenant's expense, any damage to the Property caused by the removal of any such machinery or equipment. In no event, however, shall Tenant remove any of the following materials or equipment (which shall be deemed Landlord's property) without Landlord's prior written consent: any power wiring or power panels; lighting or lighting fixtures; wall coverings; drapes, blinds or other window coverings; carpets or other floor coverings; heaters, air conditioners or any other heating or air conditioning equipment; fencing or security gates; or other similar building operating equipment and decorations.

ARTICLE SEVEN: DAMAGE OR DESTRUCTION

Section 7.01. Partial Damage to Property.

(a) Tenant shall notify Landlord in writing immediately upon the occurrence of any damage to the Property. If the Property is only partially damaged (i.e., less than fifty percent (50%) of the Property is untenantable as a result of such damage or less than fifty percent (50%) of Tenant's operations are materially impaired) and if the proceeds received by Landlord from the insurance policies described in Paragraph 4.04(b) are sufficient to pay for the necessary repairs, this Lease shall remain in effect and Landlord shall repair the damage as soon as reasonably possible. Landlord may elect (but is not required) to repair any damage to Tenant's fixtures, equipment, or improvements.

(b) If the insurance proceeds received by Landlord are not sufficient to pay the entire cost of repair, or if the cause of the damage is not covered by the insurance policies which Landlord maintains under Paragraph 4.04(b), Landlord may elect either to (i) repair the damage as soon as reasonably possible, in which case this Lease shall remain in full force and effect, or (ii) terminate this Lease as of the date the damage occurred. Landlord shall notify Tenant within thirty (30) days after receipt of notice of the occurrence of the damage whether Landlord elects to repair the damage or terminate the Lease. If Landlord elects to repair the damage, Tenant shall pay Landlord the "deductible amount" (if any) under Landlord's insurance policies and, if the damage was due to an act or omission of Tenant, or Tenant's employees, agents, contractors or invitees, the difference between the actual cost of repair and any insurance proceeds received by Landlord. If Landlord elects to terminate the Lease, Tenant may elect to continue this Lease in full force and effect, in which case Tenant shall repair any damage to the Property and any building in which the Property is located. Tenant shall pay the cost of such repairs, except that upon satisfactory completion of such repairs, Landlord shall deliver to Tenant any insurance proceeds received by Landlord for the damage repaired by Tenant. Tenant shall give Landlord written notice of such election within ten (10) days after receiving Landlord's termination notice.

(c) If the damage to the Property occurs during the last six (6) months of the Lease Term and such damage will require more than thirty (30) days to repair, either Landlord or Tenant may elect to terminate this Lease as of the date the damage occurred, regardless of the sufficiency of any insurance proceeds. The party electing to terminate this Lease shall give written notification to the other party of such election within thirty (30) days after Tenant's notice to Landlord of the occurrence of the damage.

Section 7.02. Substantial or Total Destruction. If the Property is substantially or totally destroyed by any cause whatsoever (i.e., the damage to the Property is greater than partial damage as described in Section 7.01), and regardless of whether Landlord receives any insurance proceeds, this Lease shall terminate as of the date the destruction occurred. Notwithstanding the preceding sentence, if the Property can be rebuilt within six (6) months after the date of destruction, Landlord may elect to rebuild the Property at Landlord's own expense, in which case this Lease shall remain in full force and effect. Landlord shall notify Tenant of such election within thirty (30) days after Tenant's notice of the occurrence of total or substantial destruction. If Landlord so elects, Landlord shall rebuild the Property at Landlord's sole expense, except that if the destruction was caused by an act or omission of Tenant, Tenant shall pay Landlord the difference between the actual cost of rebuilding and any insurance proceeds received by Landlord.

Section 7.03. Temporary Reduction of Rent. If the Property is destroyed or damaged and Landlord or Tenant repairs or restores the Property pursuant to the provisions of this Article Seven, any rent payable during the period of such damage, repair and/or restoration shall be reduced according to the degree, if any, to which Tenant's use of the Property is impaired. However, the reduction shall not exceed the sum of one year's payment of Base Rent, insurance premiums and real property taxes. Except for such possible reduction in Base Rent, insurance premiums and real property taxes, Tenant shall not be entitled to any compensation, reduction,

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or reimbursement from Landlord as a result of any damage, destruction, repair, or restoration of or to the Property.

Section 7.04. Waiver. Tenant waives the protection of any statute, code or judicial decision, which grants a tenant the right to terminate a lease in the event of the substantial or total destruction of the leased property. Tenant agrees that the provisions of Section 7.02 above shall govern the rights and obligations of Landlord and Tenant in the event of any substantial or total destruction to the Property.

ARTICLE EIGHT: CONDEMNATION

If all or any portion of the Property is taken under the power of eminent domain or sold under the threat of that power (all of which are called "Condemnation"), this Lease shall terminate as to the part taken or sold on the date the condemning authority takes title or possession, whichever occurs first. If more than twenty percent (20%) of the floor area of the building in which the Property is located, or which is located on the Property, is taken, either Landlord or Tenant may terminate this Lease as of the date the condemning authority takes title or possession, by delivering written notice to the other within ten (10) days after receipt of written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority takes title or possession). If neither Landlord nor Tenant terminates this Lease, this Lease shall remain in effect as to the portion of the Property not taken, except that the Base Rent and Additional Rent shall be reduced in proportion to the reduction in the floor area of the Property. Any Condemnation award or payment shall be distributed in the following order: (a) first, to any ground lessor, mortgagee or beneficiary under a deed of trust encumbering the Property, the amount of its interest in the Property; (b) second, to Tenant, only the amount of any award specifically designated for loss of or damage to Tenant's trade fixtures or removable personal property; and (c) third, to Landlord, the remainder of such award, whether as compensation for reduction in the value of the leasehold, the taking of the fee, or otherwise. If this Lease is not terminated, Landlord shall repair any damage to the Property caused by the Condemnation, except that Landlord shall not be obligated to repair any damage for which Tenant has been reimbursed by the condemning authority. If the severance damages received by Landlord are not sufficient to pay for such repair, Landlord shall have the right to either terminate this Lease or make such repair at Landlord's expense.

ARTICLE NINE: ASSIGNMENT AND SUBLETTING

Section 9.01. Landlord's Consent Required. No portion of the Property or of Tenant's interest in this Lease may be acquired by any other person or entity, whether by sale, assignment, mortgage, sublease, transfer, operation of law, or act of Tenant, without Landlord's prior written consent, except as provided in Section 9.02 below. Landlord has the right to grant or withhold its consent as provided in Section 9.04 below. Any attempted transfer without consent shall be void and shall constitute a non-curable breach of this Lease. If Tenant is a partnership, any cumulative transfer of more than twenty percent (20%) of the partnership interests shall require Landlord's consent. If Tenant is a corporation, any change in the ownership of a controlling interest of the voting stock of the corporation shall require Landlord's consent.

Section 9.02. Tenant Affiliate. Tenant may assign this Lease or sublease the Property, without Landlord's consent, to any corporation, which controls, is controlled by or is under common control with Tenant, or to any corporation resulting from the merger of or consolidation with Tenant ("Tenant's Affiliate"). In such case, any Tenant's Affiliate shall assume in writing all of Tenant's obligations under this Lease and provide Landlord with a signed copy of such assignment and assumption agreement which shall be acceptable to Landlord in its reasonable opinion.

Section 9.03. No Release of Tenant. No transfer permitted by this Article Nine, including a transfer to a Tenant Affiliate, whether with or without Landlord's consent, shall release Tenant or change Tenant's primary liability to pay the rent and to perform all other obligations of Tenant under this Lease. Landlord's acceptance of rent from any other person is not a waiver of any provision of this Article Nine. Consent to one transfer is not a consent to any subsequent transfer. If Tenant's transferee defaults under this Lease, Landlord may proceed directly against Tenant without pursuing remedies against the transferee. Landlord may consent to subsequent assignments or modifications of this Lease by Tenant's transferee, without notifying Tenant or obtaining its consent. Such action shall not relieve Tenant's liability under this Lease. Notwithstanding the foregoing, in the event this Lease is transferred and subsequently terminated by reason of (i) the default of the any transferee, pursuant to the provisions thereof or (ii) the disaffirmance or rejection of this Lease in any bankruptcy or insolvency proceedings,

Tenant shall, upon request from Landlord: (a) pay to Landlord all rent, additional rent and other charges due and owing to Landlord under the Lease to and including the date of such termination, disaffirmance or rejection; and (b) enter, as "Tenant", into a new lease (the "New Lease") with Landlord, for the Property for a term commencing on the effective date of such termination, disaffirmance or rejection, and ending on the natural expiration date of the Lease at the same rent, additional rent and upon the same executory terms, covenants and conditions as are contained in the Lease, except that: (c) Tenant's rights under the New Lease shall be subject to the possessory rights (if any) of the transferee under the Lease and the possessory rights (if any) of any person, firm or corporation claiming by, through or under the transferee or by virtue of any statute or of any order of any court; and (d) such New Lease with Tenant shall require that all defaults existing under the Lease be cured by Tenant within thirty (30) days of the commencement date of the New Lease (as specified above). In the event Tenant shall default in its obligation to enter into such New Lease and such default shall continue for a period of 10 (ten) days following Landlord's written request therefore, then Landlord shall have all rights, claims and remedies by reason of such default, either at law or/in equity against Tenant, and in addition, all rights, claims and remedies against Tenant as if Tenant had entered into said New Lease and defaulted thereunder.

Section 9.04. Landlord's Consent.

(a) Tenant's request for consent to any transfer described in Section 9.01 shall set forth in writing the details of the proposed transfer, including the name, business and financial condition of the prospective transferee, financial details of the proposed transfer (e.g., the term of and the rent and security deposit payable under any proposed assignment or sublease), and any other information Landlord deems relevant. Landlord shall have the right to withhold consent, if reasonable, or to grant consent, based on the following factors: (i) the business of the proposed assignee or subtenant and the proposed use of the Property; (ii) the net worth and financial reputation of the proposed assignee or subtenant; (iii) Tenant's compliance with all of its obligations under the Lease; and (iv) such other factors as Landlord may reasonably deem relevant. If Landlord objects to a proposed assignment solely because of the net worth and/or financial reputation of the proposed assignee, Tenant may nonetheless sublease (but not assign), all or a portion of the Property to the proposed transferee, but only on the other terms of the proposed transfer.

(b) If Tenant assigns or subleases, the following shall apply:

(i) Tenant shall pay to Landlord as Additional Rent under the Lease the Landlord's Share (stated in Section 1.13) of the Profit (defined below) on such transaction as and when received by Tenant, unless Landlord gives written notice to Tenant and the assignee or subtenant that Landlord's Share shall be paid by the assignee or subtenant to Landlord directly. The "Profit" means (A) all amounts paid to Tenant for such assignment or sublease, including "key" money, monthly rent in excess of the monthly rent payable under the Lease, and all fees and other consideration paid for the assignment or sublease, including fees under any collateral agreements, less (B) costs and expenses directly incurred by Tenant in connection with the execution and performance of such assignment or sublease for real estate broker's commissions and costs of renovation or construction of tenant improvements required under such assignment or sublease. Tenant is entitled to recover such costs and expenses before Tenant is obligated to pay the Landlord's Share to Landlord. The Profit in the case of a sublease of less than all the Property is the rent allocable to the subleased space as a percentage on a square footage basis.

(ii) Tenant shall provide Landlord a written statement certifying all amounts to be paid from any assignment or sublease of the Property within thirty (30) days after the transaction documentation is signed, and Landlord may inspect Tenant's books and records to verify the accuracy of such statement. On written request, Tenant shall promptly furnish to Landlord copies of all the transaction documentation, all of which shall be certified by Tenant to be complete, true and correct. Landlord's receipt of Landlord's Share shall not be a consent to any further assignment or subletting. The breach of Tenant's obligation under this Paragraph 9.04(b) shall be a material default of the Lease.

Section 9.05. No Merger. No merger shall result from Tenant's sublease of the Property under this Article Nine, Tenant's surrender of this Lease or the termination of this Lease in any other manner. In any such event, Landlord may terminate any or all sub-tenancies or succeed to the interest of Tenant as sub-landlord under any or all sub-tenancies.

ARTICLE TEN: DEFAULTS; REMEDIES

Section 10.01. Covenants and Conditions. Tenant's performance of each of Tenant's obligations under this Lease is a condition as well as a covenant. Tenant's right to continue in possession of the Property is conditioned upon such performance. Time is of the essence in the performance of all covenants and conditions.

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Section 10.02.Defaults. Tenant shall be in material default under this Lease:

- (a) If Tenant abandons the Property without making adequate provision for the maintenance and security thereof;
- (b) If Tenant fails to pay rent or any other charge when due;
- (c) If Tenant fails to provide liability insurance pursuant to Paragraph 4.04(a) of the Lease for a period of five (5) days after written notice from Landlord;
- (d) If Tenant fails to perform any of Tenant's non-monetary obligations under this Lease for a period of ten (10) days after written notice from Landlord; provided that if more than ten (10) days are required to complete such performance, Tenant shall not be in default if Tenant commences such performance within the ten (10) -day period and thereafter diligently pursues its completion. However, Landlord shall not be required to give such notice if Tenant's failure to perform constitutes a non-curable breach of this Lease. The notice required by this Paragraph is intended to satisfy any and all notice requirements imposed by law on Landlord and is not in addition to any such requirement.
- (e) (i) If Tenant makes a general assignment or general arrangement for the benefit of creditors; (ii) if a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against Tenant and is not dismissed within thirty (30) days; (iii) if a trustee or receiver is appointed to take possession of substantially all of Tenant's assets located at the Property or of Tenant's interest in this Lease and possession is not restored to Tenant within thirty (30) days; or (iv) if substantially all of Tenant's assets located at the Property or of Tenant's interest in this Lease is subjected to attachment, execution or other judicial seizure which is not discharged within thirty (30) days. If a court of competent jurisdiction determines that any of the acts described in this subparagraph (d) is not a default under this Lease, and a trustee is appointed to take possession (or if Tenant remains a debtor in possession) and such trustee or Tenant transfers Tenant's interest hereunder, then Landlord shall receive, as Additional Rent, the excess, if any, of the rent (or any other consideration) paid in connection with such assignment or sublease over the rent payable by Tenant under this Lease.
- (f) If any guarantor of the Lease revokes or otherwise terminates, or purports to revoke or otherwise terminate, any guaranty of all or any portion of Tenant's obligations under the Lease. Unless otherwise expressly provided, no guaranty of the Lease is revocable.

Section 10.03.Remedies. On the occurrence of any material default by Tenant, Landlord may, at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy, which Landlord may have:

- (a) Terminate this Lease and the Term created hereby, in which event Landlord may forthwith repossess the Property and be entitled to recover forthwith as damages a sum of money equal to the value of the Base Rent and Additional Rent provided to be paid by Tenant for the balance of the stated Term of the Lease, less the fair rental value of the Property for said period, and any other sum of money and damages owed by Tenant to Landlord.
- (b) Terminate Tenant's right of possession and may repossess the Property by forcible entry or detainer suit or otherwise, without demand or notice of any kind to Tenant and without terminating this Lease, in which event Landlord may, but shall be under no obligation so to do, relet all or any part of the Property for such rent and upon such terms as shall be satisfactory to Landlord (including the right to relet the Property for a term greater or lesser than that remaining under the Term of this Lease and the right to relet the Property as a part of a larger area and the right to change the character or use made of the Property). For the purpose of such reletting, Landlord is authorized to decorate or to make any repairs, changes, alterations or additions in or to the Property that may be necessary or convenient, and if Landlord shall fail or refuse to relet the Property, or if the Property are relet and a sufficient sum shall not be realized from such reletting after paying all of the costs and expenses of such decorations, repairs, changes, alterations and additions, and the expenses of such reletting (including leasing commissions) and of the collection of the rent accruing therefrom to satisfy the rent provided for in this Lease to be paid, then Tenant shall pay to Landlord as damages a sum equal to the amount of the Base Rent and rent adjustments reserved in this Lease for such period or periods, or, if the Property have been relet, Tenant shall satisfy and pay any such deficiency upon demand therefore from time to time, and Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this paragraph and any other sums due under this Lease from time to time, and that no suit or recovery of any portion due Landlord hereunder shall be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord.
- (c) Obtain the appointment of a receiver in any court of competent jurisdiction, and the receiver may take possession of any personal property belonging to Tenant and used in the conduct of the business of Tenant being carried on in the Property. Tenant agrees that the

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entry upon the Property or possession of said personal property by said receiver shall not constitute an eviction of Tenant from the Property or any portion thereof, and Tenant agrees to indemnify, defend and hold Landlord harmless for, from and against any claim of any character by any person arising out of or in any way connected with the entry by said receiver in taking possession of the Property or said personal property.

(d) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state in which the Property is located.

No act or conduct of the Landlord, whether consisting of reentry, taking possession, or reletting the Property or obtaining appointment of a receiver or accepting the keys to the Property, or otherwise, prior to the expiration of the Lease Term shall be deemed to be or constitute an acceptance of the surrender of the Property by the Landlord or an election to terminate this Lease unless Landlord exercises its election under Section 10.03(a) above. Such acceptance or election by Landlord shall only be effected, and must be evidenced, by written acknowledgement of acceptance of surrender or notice of election to terminate signed by Landlord.

Section 10.04. Repayment of "Free" Rent. If this Lease provides for a postponement of any monthly rental payments, a period of "free" rent or other rent concession, such postponed rent or "free" rent is called the "Abated Rent". Tenant shall be credited with having paid all of the Abated Rent on the expiration of the Lease Term only if Tenant has fully, faithfully, and punctually performed all of Tenant's obligations hereunder, including the payment of all rent (other than the Abated Rent) and all other monetary obligations and the surrender of the Property in the physical condition required by this Lease. Tenant acknowledges that its right to receive credit for the Abated Rent is absolutely conditioned upon Tenant's full, faithful and punctual performance of its obligations under this Lease. If Tenant defaults and does not cure within any applicable grace period, the Abated Rent shall immediately become due and payable in full and this Lease shall be enforced as if there were no such rent abatement or other rent concession. In such case Abated Rent shall be calculated based on the full initial rent payable under this Lease.

Section 10.05. Cumulative Remedies. Landlord's exercise of any right or remedy shall not prevent it from exercising any other right or remedy.

ARTICLE ELEVEN: PROTECTION OF LENDERS

Section 11.01. Subordination. This Lease is subordinate to any ground lease, deed of trust or mortgage encumbering the Property, any advances made on the security thereof and any renewals, modifications, consolidations, replacements or extensions thereof, whenever made or recorded. Tenant shall cooperate with Landlord and any lender, which is acquiring a security interest in the Property or the Lease. Tenant shall execute such further documents and assurances as such lender may require, provided that Tenant's obligations under this Lease shall not be increased in any material way (the performance of ministerial acts shall not be deemed material). Tenant shall have the right to quiet possession of the Property subject to the terms and conditions of the Lease. If any ground lessor, beneficiary or mortgagee elects to have this Lease prior to the lien of its ground lease, deed of trust or mortgage and gives written notice thereof to Tenant, this Lease shall be deemed prior to such ground lease, deed of trust or mortgage whether this Lease is dated prior or subsequent to the date of said ground lease, deed of trust or mortgage or the date of recording thereof.

Section 11.02. Attornment. If Landlord's interest in the Property is acquired by any ground lessor, beneficiary under a deed of trust, mortgagee, or purchaser at a foreclosure sale, Tenant shall attorn to the transferee or successor to Landlord's interest in the Property and recognize such transferee or successor as Landlord under this Lease. Tenant waives the protection of any statute or rule of law, which gives or purports to give Tenant any right to terminate this Lease or surrender possession of the Property upon the transfer of Landlord's interest.

Section 11.03. Signing of Documents. Tenant shall sign and deliver any instrument or documents necessary or appropriate to evidence any such attornment or subordination or agreement to do so. If Tenant fails to do so within ten (10) days after written request, Tenant hereby makes, constitutes and irrevocably appoints Landlord, or any transferee or successor of Landlord, the attorney-in-fact of Tenant to execute and deliver any such instrument or document.

Section 11.04. Estoppel Certificates.

(a) Upon Landlord's written request, Tenant shall execute, acknowledge and deliver to Landlord a written statement certifying: (i) that none of the terms or provisions of this Lease have been changed (or if they have been changed, stating how they have been changed); (ii) that this Lease has not been canceled or terminated; (iii) the last date of payment of the Base Rent and other charges and the time period covered by such payment; (iv) that Landlord is not in

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default under this Lease (or, if Landlord is claimed to be in default, stating why); and (v) such other representations or information with respect to Tenant or the Lease as Landlord may reasonably request or which any prospective purchaser or encumbrancer of the Property may require. Tenant shall deliver such statement to Landlord within ten (10) days after Landlord's request. Landlord may give any such statement by Tenant to any prospective purchaser or encumbrancer of the Property. Such purchaser or encumbrancer may rely conclusively upon such statement as true and correct.

(b) If Tenant does not deliver such statement to Landlord within such ten (10)-day period, Landlord, and any prospective purchaser or encumbrancer, may conclusively presume and rely upon the following facts: (i) that the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord; (ii) that this Lease has not been canceled or terminated except as otherwise represented by Landlord; (iii) that not more than one month's Base Rent or other charges have been paid in advance; and (iv) that Landlord is not in default under the Lease. In such event, Tenant shall be estopped from denying the truth of such facts.

Section 11.05. Tenant's Financial Condition. Within ten (10) days after written request from Landlord, Tenant shall deliver to Landlord such financial statements as Landlord reasonably requires to verify the net worth of Tenant or any assignee, subtenant, or guarantor of Tenant. In addition, Tenant shall deliver to any lender designated by Landlord any financial statements required by such lender to facilitate the financing or refinancing of the Property. Tenant represents and warrants to Landlord that each such financial statement is a true and accurate statement as of the date of such statement. All financial statements shall be confidential and shall be used only for the purposes set forth in this Lease.

ARTICLE TWELVE: LEGAL COSTS

Section 12.01. Legal Proceedings. If Tenant or Landlord shall be in breach or default under this Lease, such party (the "Defaulting Party") shall reimburse the other party (the "Nondefaulting Party") upon demand for any costs or expenses that the Nondefaulting Party incurs in connection with any breach or default of the Defaulting Party under this Lease, whether or not suit is commenced or judgment entered. Such costs shall include legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. Furthermore, if any action for breach of or to enforce the provisions of this Lease is commenced, the court in such action shall award to the party in whose favor a judgment is entered, a reasonable sum as attorneys' fees and costs. The losing party in such action shall pay such attorneys' fees and costs. Tenant shall also indemnify Landlord against and hold Landlord harmless from all costs, expenses, demands and liability Landlord may incur if Landlord becomes or is made a party to any claim or action (a) instituted by Tenant against any third party, or by any third party against Tenant, or by or against any person holding any interest under or using the Property by license of or agreement with Tenant; (b) for foreclosure of any lien for labor or material furnished to or for Tenant or such other person; (c) otherwise arising out of or resulting from any act or transaction of Tenant or such other person; or (d) necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding, or other proceeding under Title 11 of the United States Code, as amended. Tenant shall defend Landlord against any such claim or action at Tenant's expense with counsel reasonably acceptable to Landlord or, at Landlord's election, Tenant shall reimburse Landlord for any legal fees or costs Landlord incurs in any such claim or action.

Section 12.02. Landlord's Consent. Tenant shall pay Landlord's reasonable attorneys' fees incurred in connection with Tenant's request for Landlord's consent under Article Nine (Assignment and Subletting), or in connection with any other act which Tenant proposes to do and which requires Landlord's consent. Tenant shall also pay Landlord's attorneys' fees incurred in connection with any other request or act by Tenant.

ARTICLE THIRTEEN: MISCELLANEOUS PROVISIONS

Section 13.01. Non-Discrimination. Tenant promises, and it is a condition to the continuance of this Lease, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, sex, creed, national origin or ancestry in the leasing, subleasing, transferring, occupancy, tenure or use of the Property or any portion thereof.

Section 13.02. Landlord's Liability: Certain Duties.

(a) As used in this Lease, the term "Landlord" means only the current owner or owners of the fee title to the Property or Project or the leasehold estate under a ground lease of the Property or Project at the time in question. Each Landlord is obligated to perform the obligations of Landlord under this Lease only during the time such Landlord owns such interest or title. Any Landlord who transfers its title or interest is relieved of all liability with respect to the obligations of Landlord under this Lease to be performed on or after the date of transfer.

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However, each Landlord shall deliver to its transferee all funds that Tenant previously paid if such funds have not yet been applied under the terms of this Lease.

(b) Tenant shall give written notice of any failure by Landlord to perform any of its obligations under this Lease to Landlord and to any ground lessor, mortgagee or beneficiary under any deed of trust encumbering the Property whose name and address have been furnished to Tenant in writing. Landlord shall not be in default under this Lease unless Landlord (or such ground lessor, mortgagee or beneficiary) fails to cure such non-performance within thirty (30) days after receipt of Tenant's notice. However, if such non-performance reasonably requires more than thirty (30) days to cure, Landlord shall not be in default if such cure is commenced within such thirty (30)-day period and thereafter diligently pursued to completion.

(c) Notwithstanding any term or provision herein to the contrary, the liability of Landlord for the performance of its duties and obligations under this Lease is limited to Landlord's interest in the Property and the Project, and neither the Landlord nor its partners, shareholders, officers or other principals shall have any personal liability under this Lease.

Section 13.03. Severability. A determination by a court of competent jurisdiction that any provision of this Lease or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision or this Lease, which shall remain in full force and effect.

Section 13.04. Interpretation. The captions of the Articles or Sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant, the term "Tenant" shall include Tenant's agents' employees, contractors, invitees, successors or others using the Property with Tenant's expressed or implied permission.

Section 13.05. Incorporation of Prior Agreements; Modifications. This Lease is the only agreement between the parties pertaining to the lease of the Property and no other agreements are effective. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendment shall be void.

Section 13.06. Notices. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid, or delivered by reputable overnight courier. Notices to Tenant shall be delivered to the address specified in Section 1.03 above. Notices to Landlord shall be delivered to the address specified in Section 1.02 above. All notices shall be effective upon delivery, or attempted delivery if the proper notice address is not valid, or if delivery is refused. Either party may change its notice address upon written notice to the other party.

Section 13.07. Waivers. All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding on Landlord. Landlord may, with or without notice to Tenant, negotiate such check without being bound to the conditions of such statement.

Section 13.08. No Recordation. Tenant shall not record this Lease without prior written consent from Landlord. However, either Landlord or Tenant may require that a "Short Form" memorandum of this Lease executed by both parties be recorded. The party requiring such recording shall pay all transfer taxes and recording fees.

Section 13.09. Binding Effect; Choice of Law. This Lease binds any party who legally acquires any rights or interest in this Lease from Landlord or Tenant. However, Landlord shall have no obligation to Tenant's successor unless the rights of interests of Tenant's successor are acquired in accordance with the terms of this Lease. The laws of the state in which the Property is located shall govern this Lease.

Section 13.10. Corporate Authority; Partnership Authority. If Tenant is a corporation or limited liability company, each person signing this Lease on behalf of Tenant represents and warrants that he has full authority to do so and that this Lease binds the corporation. Within thirty (30) days after this Lease is signed, Tenant shall deliver to Landlord a certified copy of a resolution of Tenant's Board of Directors authorizing the execution of this Lease or other evidence of such authority reasonably acceptable to Landlord. If Tenant is a partnership, each person or entity signing this Lease for Tenant represents and warrants that he or it is a general partner of the partnership, that he or it has full authority to sign for the partnership and that this Lease binds the partnership and all general partners of the partnership. Tenant shall give written notice to Landlord of any general partner's withdrawal or addition. Within thirty (30) days after this Lease is signed, Tenant shall deliver to Landlord a copy of Tenant's recorded statement of partnership or certificate of limited partnership.

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Section 13.11. Joint and Several Liability. All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.

Section 13.12. Force Majeure. If Landlord cannot perform any of its obligations due to events beyond Landlord's control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond Landlord's control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, shortages of labor or material, government regulation or restriction and weather conditions.

Section 13.13. Execution of Lease. This Lease may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. Landlord's delivery of this Lease to Tenant shall not be deemed to be an offer to lease and shall not be binding upon either party until executed and delivered by both parties.

Section 13.14. Survival. All representations and warranties of Landlord and Tenant shall survive the termination of this Lease.

ARTICLE FOURTEEN: BROKERS

Section 14.01. Broker's Fee. When this Lease is signed by and delivered to both Landlord and Tenant, Landlord shall pay a real estate commission to Landlord's Broker named in Section 1.08 above, if any, as provided in the written agreement between Landlord and Landlord's Broker. If a Tenant's Broker is named in Section 1.08 above, Landlord's Broker shall pay an appropriate portion of its commission to Tenant's Broker if so provided in any agreement between Landlord's Broker and Tenant's Broker. Nothing contained in this Lease shall impose any obligation on Landlord to pay a commission or fee to any party other than Landlord's Broker.

Section 14.02. Agency Disclosure; No Other Brokers. Landlord and Tenant each warrant that they have dealt with no other real estate broker(s) in connection with this transaction except: None, who represents Landlord and Lee & Associates who represents Tenant.

In the event that Lee & Associates represents both Landlord and Tenant, Landlord and Tenant hereby confirm that they were timely advised of the dual representation and that they consent to the same, and that they do not expect said broker to disclose to either of them the confidential information of the other party.

ARTICLE FIFTEEN: COMPLIANCE

The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment In Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

ADDITIONAL PROVISIONS ARE SET FORTH IN RIDER NO. 1 AND THE OPTION TO EXTEND TERM LEASE RIDER ATTACHED HERETO.

[SIGNATURES ON FOLLOWING PAGE]

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Landlord and Tenant have signed this Lease at the place and on the dates specified adjacent to their signatures below and have initialed all Riders which are attached to or incorporated by reference in this Lease.

Signed on 8/8, 2011

"LANDLORD":

JEMCO FAIRVIEW II PROPERTIES LLC,
a Delaware limited liability company

By: JEMCO FAIRVIEW II SPE LLC,
a Delaware limited liability company,
its member

By: JEMCO PROPERTIES,
a California General Partnership,
its member

By: Harley Gasmer
Harley Gasmer
Authorized Representative

Signed on 7/26/, 2011

"TENANT":

Total Solutions, LLC,
an Arizona limited liability company

By: [Signature]
Printed Name: Phil Stern
Its: CEO

IN ANY REAL ESTATE TRANSACTION, IT IS RECOMMENDED THAT YOU CONSULT WITH A PROFESSIONAL, SUCH AS A CIVIL ENGINEER, INDUSTRIAL HYGIENIST OR OTHER PERSON WITH EXPERIENCE IN EVALUATING THE CONDITION OF THE PROPERTY, INCLUDING THE POSSIBLE PRESENCE OF ASBESTOS, HAZARDOUS MATERIALS AND UNDERGROUND STORAGE TANKS.

RIDER NO. 1

THIS RIDER NO. 1 ("Rider No. 1") is dated for reference purposes as of June 10, 2011, and is made by and between JEMCO FAIRVIEW II PROPERTIES LLC, a Delaware limited liability company ("Landlord") and Total Solutions, LLC, an Arizona limited liability company ("Tenant") to be a part of that certain Industrial Real Estate Lease (Multi-Tenant Form) of even date herewith between Landlord and Tenant (the "Lease") concerning Property more commonly known as 601 S. 54th Street, Suite 35, Chandler, AZ (the "Property"). Landlord and Tenant agree that the Lease is hereby modified and supplemented as follows:

1. Section 1.12(a) (Base Rent) of the Lease shall be amended by adding the following:

"The Base Rent during the Term shall be as follows:

July 1, 2012 – June 30, 2013	\$35,085.00 per month NNN
July 1, 2013 – June 30, 2014	\$36,435.00 per month NNN
July 1, 2014 – June 30, 2015	\$37,785.00 per month NNN

In addition to Base Rent and other charges payable under the terms of this Lease, Tenant shall pay Landlord the amount of any transaction privilege tax, rent tax, sales tax, gross proceeds tax, use tax, occupancy tax or like tax (excluding income taxes) levied, assessed or imposed by any federal, state, county or municipal governmental authority, or any subdivision thereof, upon or measured by any rent or other charge payable under this Lease."

2. Property Condition: The Property is leased in "As-Is" condition with no representations or warranties by Landlord.

If any improvements or other work is required by any local, state or federal agencies for Tenant's occupancy and/or use of the Property, Tenant shall be solely responsible for the cost of said improvements and work.

3. Rules and Regulations:

- a) Parking or storage of vehicles overnight is prohibited, except temporary (including overnight and weekend) parking of delivery trucks and trailers at the dock and grade level door positions of the Property. In no event may Tenant park trucks or trailers behind any other tenants leased property in the Project, or any other areas not specifically designated for truck and trailer parking.
- b) Absolutely no parking at any time in any areas designated as "No Parking" or "Fire Lane" or in any truck dock or ramp position not a part of the Property.
- c) Absolutely no parking of trailers, boats or any other vehicles or equipment.
- d) Absolutely no maintenance is to be performed on any trucks, automobiles, trailers or other equipment other than tire changes and safety checks.
- e) Unusual expenses created by the washing of vehicles will result in special assessment to Tenant for water and/or physical repair of the Property.
- f) Absolutely no outside storage is allowed, including but not limited to pallets, equipment, work in progress, or raw materials.
- g) Tenant shall not do or permit anything to be done which is a nuisance or interferes with any other tenant in the Project.
- h) No pets or livestock are allowed in or about the Property or Project.

4. Mechanic's Lien: Should any mechanics or other lien be filed against the Property or any part thereof by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days of Tenant's receipt of notice by Landlord.

5. Financial Strength: Tenant and its officers covenant and warrant that as of the Commencement-Date of the Lease, Tenant has the financial strength and assets to meet all of its obligations under the terms and conditions of the Lease. Tenant and its officers also covenants and warrants, at the time of Lease signature, that neither Tenant or any Tenant affiliate are: 1) in default under any terms and conditions of any other lease for real property, 2) in default for any monetary obligation, 3) in foreclosure on any real property, or 4) under the protection of any bankruptcy codes.

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6. **Binding Force:** Submission of this Rider No. 1 is not an offer to lease or amend the Lease. This Rider No. 1 shall become binding upon Landlord and Tenant only when this Rider No. 1 is fully executed and delivered by Landlord. In the event Landlord does not execute and deliver this Rider No. 1, then this Rider No. 1 shall be void and of no force or effect.

7. **Ratification of Lease:** The terms of the Lease are amended to reflect the changes set forth above. In all other respects the terms of the Lease shall be in full force and effect. In the event of any conflict between this Rider No. 1 and the Lease, the terms of this Rider No. 1 shall be deemed controlling.

8. **Capitalized Terms:** Except as otherwise expressly provided herein, the capitalized terms and phrases in this Rider No. 1 shall have the same meanings as are given such terms in the Lease.

9. **Authority:** If Tenant is a corporation, limited liability company, trust or general or limited partnership, each individual executing this Rider No. 1 on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Rider No. 1 on behalf of said entity.

LANDLORD:

JEMCO FAIRVIEW II PROPERTIES LLC,
a Delaware limited liability company

By: JEMCO FAIRVIEW II SPE LLC,
a Delaware limited liability company,
its member

By: JEMCO PROPERTIES,
a California General Partnership,
its member

By: Hannee Gasmer
Hannee Gasmer
Authorized Representative

TENANT:

Total Solutions, LLC,
an Arizona limited liability company

By: [Signature]

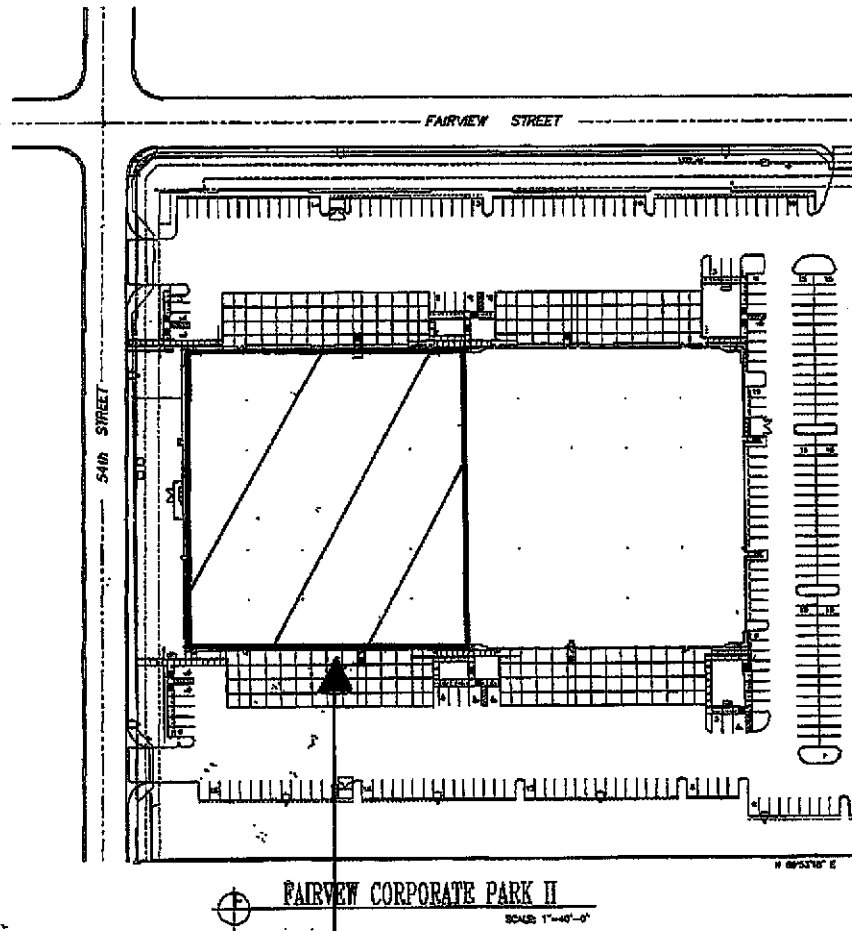
Printed Name: Phil Starr

Its: CEO

Initial: HS
Initial: PS

Exhibit "A"

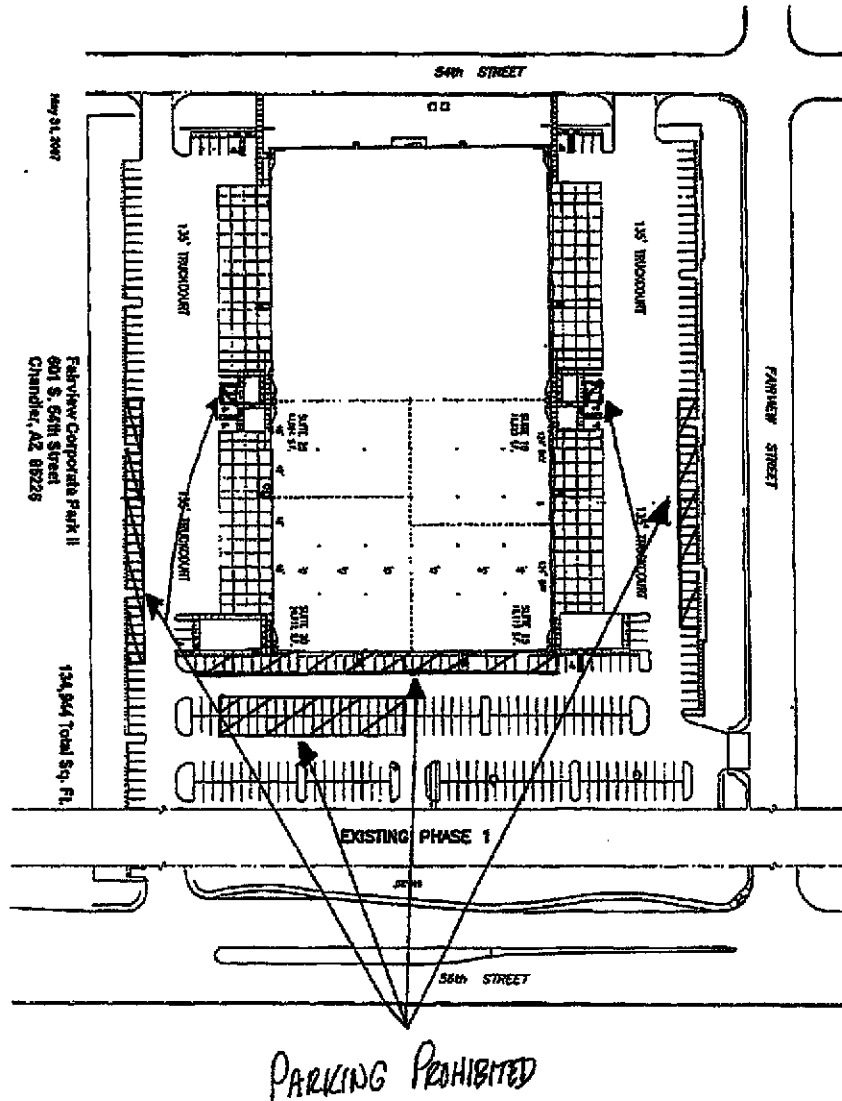
Site Plan
Page 1 of 1
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"PROPERTY"

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Initial *7/24/11*

Exhibit "A-1"
Prohibited Parking
Page 1 of 1
(not to scale)



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AB

OPTION TO EXTEND TERM LEASE RIDER

This Rider is attached to and made part of that certain Lease (the "Lease") dated June 10, 2011 between, JEMCO FAIRVIEW II PROPERTIES LLC, a Delaware limited liability company ("Landlord") and Total Solutions, LLC, an Arizona limited liability company ("Tenant"), covering the Property commonly known as 601 S. 54th Street, Suite 35, Chandler, AZ (the "Property"). The terms used herein shall have the same definitions as set forth in the Lease. The provisions of this Rider shall supersede any inconsistent or conflicting provisions of the Lease.

A. Option(s) to Extend Term.

1. Grant of Option.

Landlord hereby grants to Tenant one (1) option(s) (the "Option") to extend the Lease Term for an additional term of three (3) years (the "Extension"), on the same terms and conditions as set forth in the Lease, but at an increased rent as set forth below. Each Option shall be exercised only by written notice delivered to Landlord at least one hundred eighty (180) days before the expiration of the Lease Term or the preceding Extension of the Lease Term, respectively. If Tenant fails to deliver Landlord written notice of exercise of an Option within the prescribed time period, such Option and any succeeding Options shall lapse, and there shall be no further right to extend the Lease Term. Each Option shall be exercisable by Tenant on the express conditions that (a) at the time of the exercise, and at all time prior to the commencement of such Extension, Tenant shall not be in default under any of the provisions of the Lease and (b) Tenant has not been ten (10) or more days late in the payment of rent more than a total of three (3) times during the Lease Term and all preceding Extensions.

2. Personal Options.

The Option is personal to the Tenant named in Section 1.03 of the Lease or any Tenant's Affiliate described in Section 9.02 of the Lease. If Tenant subleases any portion of the Property or assigns or otherwise transfers any interest under the Lease to any entity other than a Tenant Affiliate prior to the exercise of an Option (whether with or without Landlord's consent), such Option shall lapse. If Tenant subleases any portion of the Property or assigns or otherwise transfers any interest of Tenant under the Lease to any entity other than a Tenant Affiliate after the exercise of an Option but prior to the commencement of the respective Extension (whether with or without Landlord's consent), such Option shall lapse and the Lease Term shall expire as if such Option were not exercised. If Tenant subleases any portion of the Property or assigns or otherwise transfers any interest of Tenant under the Lease in accordance with Article 9 of the Lease after the exercise of an Option and after the commencement of the Extension related to such Option, then the term of the Lease shall expire upon the expiration of the Extension during which such sublease or transfer occurred and only the succeeding Options shall lapse. Notwithstanding the foregoing, if Tenant assigns the Lease to Total Solutions, LLC, an Arizona limited liability company and Landlord consents to such assignment Total Solutions LLC may exercise the Option in accordance with the terms set forth in this Option to Extend Term Lease Rider.

B. Calculation of Rent.

The Base Rent during the Extension(s) shall be determined by the following method:

1. Fair Rental Value Adjustment as determined below.

Rental Adjustment Date(s): The first day of the first (1st) month(s) of the one and only Extension(s) of the Lease Term.

Fair Rental Value Adjustment.

The Base Rent shall be increased on the date(s) specified above (the "Rental Adjustment Date(s)") to the "fair rental value" of the Property, determined in the following manner:

(a) Not later than one hundred twenty (120) days prior to any applicable Rental Adjustment Date, Landlord and Tenant shall meet in an effort to negotiate, in good faith, the fair rental value of the Property as of such Rental Adjustment Date. If Landlord and Tenant have not agreed upon the fair rental value of the Property at lease ninety (90)

Initials: 1/

Initials: 7/26/11

days prior to the applicable Rental Adjustment Date, the fair rental value shall be determined by appraisal, by one or more brokers (herein called "Broker(s)"), as provided in Section B.1(b), below. Such broker(s) shall have at least five (5) years' experience in the sales and leasing of commercial/industrial real property in the area in which the Property is located and shall be members of professional organizations such as the Society of Industrial and Office Realtors or equivalent.

(b) If Landlord and Tenant are not able to agree upon the fair rental value of the Property within the prescribed time period, then Landlord and Tenant shall attempt to agree in good faith upon a single Broker not later than seventy-five (75) days prior to the applicable Rental Adjustment Date. If Landlord and Tenant are unable to agree upon a single Broker within such time period, then Landlord and Tenant shall each appoint one Broker not later than sixty-five (65) days prior to the applicable Rental Adjustment Date. Within ten (10) days thereafter, the two (2) appointed Brokers shall appoint a third (3rd) Broker. If either Landlord or Tenant fails to appoint its Broker within the prescribed time period, the single Broker appointed shall determine the fair rental value of the Property. If both parties fail to appoint Brokers within the prescribed time periods, then the first Broker thereafter selected by a party shall determine the fair rental value of the Property. Each party shall bear the cost of its own Broker and the parties shall share equally the cost of the single or third Broker, if applicable.

(c) For the purposes of such appraisal, the term "fair market value" shall mean the price that a ready and willing tenant would pay, as of the applicable Rental Adjustment Date, as monthly rent to a ready and willing landlord of property comparable to the Property if such property were exposed for lease on the open market for a reasonable period of time and taking into account all of the purposes for which such property may be used. If a single Broker is chosen, then such Broker shall determine the fair rental value of the Property. Otherwise, the fair rental value of the Property shall be the arithmetic average of the two (2) of the three (3) appraisals which are closest in amount, and the third appraisal shall be disregarded. In no event, however, shall the Base Rent be reduced by reason of such computation. The fair rental value of the Property shall also include annual rental escalations in accordance with prevailing market customs and practices for properties comparable to the Property. Landlord and Tenant shall instruct the Broker(s) to complete the determination of the fair rental value not later than thirty (30) days prior to the applicable Rental Adjustment Date. If the fair rental value is not determined prior to the applicable Rental Adjustment Date, then Tenant shall continue to pay to Landlord the Base Rent applicable to the Property immediately prior to such Extension, until the fair rental value is determined. When the fair rental value of the Property is determined, Landlord shall deliver notice thereof to Tenant, and Tenant shall pay to Landlord, within ten (10) days after receipt of such notice, the difference between the Base Rent actually paid by Tenant to Landlord and the new Base Rent determined hereunder. In no event shall the monthly base rent during the option period be less than the monthly base rent for the immediate preceding rent paying period.

In Witness Whereof, Landlord and Tenant have executed this Option to Extend Term Lease Rider as of the day and year first written above.

"LANDLORD":

JEMCO FAIRVIEW II PROPERTIES LLC,
a Delaware limited liability company

By: JEMCO FAIRVIEW II SPE LLC,
a Delaware limited liability company,
its member

By: JEMCO PROPERTIES,
a California General Partnership,
its member

By: Harley Casmer
Harley Casmer
Authorized Representative

"TENANT":

Total Solutions, LLC,
an Arizona limited liability company

By: [Signature]
Printed Name: Phil Starr

Its: CEO

Initials: PS

Initials: 7/2/11

EXHIBIT B

First Amendment to Lease

THIS FIRST AMENDMENT (the "Amendment") is dated for reference purposes as of June 2, 2015 and is made by and between JEMCO FAIRVIEW II PROPERTIES LLC, a Delaware limited liability company ("Landlord") and TOTAL SOLUTIONS, LLC, an Arizona limited liability company ("Tenant").

Whereas, Landlord and Tenant entered into that certain Industrial Real Estate Lease dated June 10, 2011 (the "Lease"), in which Landlord leased to Tenant an approximate 67,472 square foot office/warehouse located at 601 South 54th Street, Suite 35, Chandler, AZ (the "Property").

Whereas, Landlord and Tenant now desire to extend the Term of the Lease and modify certain provisions of the Lease as set forth in this Amendment.

Now, Therefore in consideration of the mutual covenants herein contained and further good and valuable consideration, the parties hereto incorporate the following into the terms of the Lease.

1. Section 1.05, Lease Term: The Lease Term is hereby extended for two (2) months and shall now end on August 31, 2015.
2. Section 1.12(a), Base Rent: The Base Rent shall be as follows:

"July 1, 2015 – August 31, 2015

\$56,678.00 per month NNN

In addition to Base Rent and other charges payable under the terms of this Lease, Tenant shall pay Landlord the amount of any transaction privilege tax, rent tax, sales tax, gross proceeds tax, use tax, occupancy tax or like tax (excluding income taxes) levied, assessed or imposed by any federal, state, county or municipal governmental authority, or any subdivision thereof, upon or measured by any rent or other charge payable under this Lease."

3. Broker Fee: Tenant represents and warrants to Landlord that there are no agents, brokers, finders or other parties with whom Tenant has dealt with who are or may be entitled to any commission or fee with respect to this extension of the Lease. Tenant shall be solely responsible for payment of any commission or fee to any such broker or other party Tenant has dealt with.
4. The Option to Extend Term Lease Rider attached to the Lease is hereby deleted in its entirety and is of no force or effect.
5. Ratification of Lease: The terms of the Lease are amended to reflect the changes set forth above. In all other respects the terms of the Lease shall be in full force and effect and Tenant hereby ratifies and reaffirms its obligations as Tenant under the Lease as modified hereby. In the event of any conflict between this Amendment and the Lease, the terms of this Amendment shall be deemed controlling.

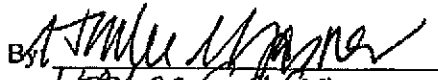
Initials


6. Capitalized Terms: Except as otherwise expressly provided herein, the capitalized terms and phrases in this Amendment shall have the same meanings as are given such terms in the Lease.
7. Authority: If Tenant is a corporation, limited liability company, trust or general or limited partnership, each individual executing this Amendment on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Amendment on behalf of said entity.
8. Binding Force: Submission of this Amendment is not an offer to lease or amend the Lease. This Amendment shall become binding upon Landlord and Tenant only when this Amendment is fully executed and delivered by Landlord. In the event Landlord does not execute and deliver this Amendment, then this Amendment shall be void and of no force or effect.

In Witness Whereof, Landlord and Tenant have executed this Amendment as of the day and year first written above.

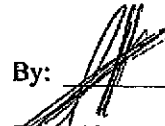
LANDLORD:

JEMCO FAIRVIEW II PROPERTIES LLC,
a Delaware limited liability company

By: 
Hallee Goldman
Authorized Representative

TENANT:

TOTAL SOLUTIONS, LLC, an Arizona
limited liability company

By: 
Printed Name: Phil Starr
Its: CFO

Initial: PS
Initial: HT

EXHIBIT C

Second Amendment to Lease

THIS SECOND AMENDMENT (the "Amendment") is dated for reference purposes as of August 4, 2015 and is made by and between JEMCO FAIRVIEW II PROPERTIES LLC, a Delaware limited liability company ("Landlord") and TOTAL SOLUTIONS, LLC, an Arizona limited liability company ("Tenant").

Whereas, Landlord and Tenant entered into that certain Industrial Real Estate Lease dated June 10, 2011 and the First Amendment to Lease dated June 2, 2015 (collectively the "Lease"), in which Landlord leased to Tenant an approximate 67,472 square foot office/warehouse located at 601 South 54th Street, Suite 35, Chandler, AZ (the "Property").

Whereas, it is the Tenant's responsibility to maintain, repair and replace air conditioning units and Tenant has not completed necessary repairs and desires for Landlord to complete the air conditioner repairs and replacements on behalf of Tenant and at Tenant's expense.

Whereas, Landlord and Tenant now desire to extend the Term of the Lease and modify certain provisions of the Lease as set forth in this Amendment.

Now, Therefore in consideration of the mutual covenants herein contained and further good and valuable consideration, the parties hereto incorporate the following into the terms of the Lease.

1. Section 1.05, Lease Term: The Lease Term is hereby extended for one (1) month and shall now end on September 30, 2015.
2. Section 1.12(a), Base Rent: The Base Rent shall be as follows:

"August 1, 2015 – September 30, 2015 \$56,678.00 per month NNN

In addition to Base Rent and other charges payable under the terms of this Lease, Tenant shall pay Landlord the amount of any transaction privilege tax, rent tax, sales tax, gross proceeds tax, use tax, occupancy tax or like tax (excluding income taxes) levied, assessed or imposed by any federal, state, county or municipal governmental authority, or any subdivision thereof, upon or measured by any rent or other charge payable under this Lease."

3. Air Conditioner Repairs and Replacements: Pursuant to Section 6.04 of the Lease (Tenant's Obligations) it is the Tenant's responsibility to maintain, repair and replace air conditioning units and Tenant has not completed necessary repairs and replacements. Landlord has obtained an estimate in the amount of \$52,934.23 (the "AC Costs"), as of the date of this Amendment, to make necessary repairs and replacements to the air conditioning units serving the Property and Tenant desires for Landlord to make such repairs and replacements on Tenant's behalf and at Tenant's cost and Tenant agrees to reimburse Landlord for the full amount of the AC Costs on or before August 31, 2015.
4. Security Deposit: Tenant acknowledges and agrees that contrary to Section 1.10 Tenant has never deposited a security deposit with Landlord and Section 1.10 of the Lease is hereby deleted in its entire and replaced with the following:

"Section 1.10. Initial Security Deposit: (See Section 3.03) \$0.00."

Initial: 

5. Broker Fee: Tenant represents and warrants to Landlord that there are no agents, brokers, finders or other parties with whom Tenant has dealt with who are or may be entitled to any commission or fee with respect to this extension of the Lease. Tenant shall be solely responsible for payment of any commission or fee to any such broker or other party Tenant has dealt with.
6. Tenant acknowledges that Landlord has fully observed and performed all of Landlord's obligations under the Lease as amended.
7. Ratification of Lease: The terms of the Lease are amended to reflect the changes set forth above. In all other respects the terms of the Lease shall be in full force and effect and Tenant hereby ratifies and reaffirms its obligations as Tenant under the Lease as modified hereby. In the event of any conflict between this Amendment and the Lease, the terms of this Amendment shall be deemed controlling.
8. Capitalized Terms: Except as otherwise expressly provided herein, the capitalized terms and phrases in this Amendment shall have the same meanings as are given such terms in the Lease.
9. Authority: If Tenant is a corporation, limited liability company, trust or general or limited partnership, each individual executing this Amendment on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Amendment on behalf of said entity.
10. Binding Force: Submission of this Amendment is not an offer to lease or amend the Lease. This Amendment shall become binding upon Landlord and Tenant only when this Amendment is fully executed and delivered by Landlord. In the event Landlord does not execute and deliver this Amendment, then this Amendment shall be void and of no force or effect.

In Witness Whereof, Landlord and Tenant have executed this Amendment as of the day and year first written above.

LANDLORD:

JEMCO FAIRVIEW II PROPERTIES LLC,
a Delaware limited liability company

By: *Harlee Galtner*
Harlee Galtner
Authorized Representative

TENANT:

TOTAL SOLUTIONS, LLC, an Arizona
limited liability company

By: *Phil Starr*
Printed Name: Phil Starr
Its: CEO

Initial: *PS*

Initial: *AG*

DO NOT WRITE ABOVE THIS LINE; RESERVED FOR ACC USE ONLY.

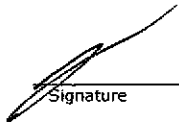
STATEMENT FOR SERVICE OF PROCESS

ENTITY NAME – give the exact name of the corporation or LLC as currently shown in A.C.C. records:
TOTAL SOLUTIONS, LLC

A.C.C. FILE NUMBER: **L15108612**

Find the A.C.C. file number on the upper corner of filed documents OR on our website at: <http://www.azcc.gov/Divisions/Corporations>

By my signature below, **I certify under the penalty of perjury** that, upon information, knowledge, and belief, the above-named entity has either failed to appoint a statutory agent or failed to maintain a statutory agent at the statutory agent address on record with the Arizona Corporation Commission.



Signature

Jerry L. Horacek III #7751

Printed Name

02/12/2016

Date

Service of process fee: \$25.00
All fees are nonrefundable.

Mail: Arizona Corporation Commission - Records Section
1300 W. Washington St., Phoenix, Arizona 85007
Fax: 602-542-3414

Please be advised that A.C.C. forms reflect only the **minimum** provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business.
All documents filed with the Arizona Corporation Commission are **public record** and are open for public inspection.
If you have questions after reading the Instructions, please call 602-542-3026 or (within Arizona only) 800-345-5819.

CORPORATIONS DIVISION
RECORDS SECTION
1300 West Washington
Phoenix, Arizona 85007-2929

User Id: JBARKER
Invoice No.: 4981878

Check Batch:
Invoice Date: 02/12/2016
Date Received: 02/12/2016
Customer No.:

ATTN:
(CASH CUSTOMER)

Quantity	Description	Amount
1	SERVICE OF PROCESS L-1510861-2 TOTAL SOLUTIONS, LLC	\$25.00
Total Documents: \$		25.00
	CHECK 3242	\$25.00
PAYMENT		
Balance Due: \$		0.00

Jerry Horneek

Corporate Maintenance

02/12/2016

State of Arizona Public Access System

10:00 AM

File Number: L-1510861-2

Corp. Name: TOTAL SOLUTIONS, LLC

Domestic Address
6920 W ALLISON RD.

CHANDLER, AZ 85226

Second Address

Agent: PHILLIP STARR
Status: APPOINTED 03/06/2009
Mailing Address:
39799 N. SERENITY PL

PEORIA, AZ 85383
Agent Last Updated: 10/22/2015

Business Type:

Domicile: ARIZONA
County: MARICOPA
Corporation Type: DOMESTIC L.L.C.
Life Period: PERPETUAL
Incorporation Date: 03/06/2009
Approval Date: 03/18/2009
Last A/R Received: /
Date A/R Entered:
Next Report Due:

Jerry Horacek

