

LEASE

TABLE OF CONTENTS

Section 1.	Definitions
Section 2.	Lease
Section 3.	Term of Lease
Section 4.	Delay in Possession
Section 5.	Minimum Monthly Rent
Section 6.	Maintenance and Insurance Costs
Section 7.	Use
Section 8.	Utilities and Maintenance
Section 9.	Taxes
Section 10.	Condition of Premises
Section 11.	Repairs and Maintenance
Section 12.	Alterations
Section 13.	Entry
Section 14.	Surrender of Premises; Holding Over
Section 15.	Indemnity
Section 16.	Insurance
Section 17.	Trade Fixtures
Section 18.	Signs
Section 19.	Damage and Destruction
Section 20.	Condemnation
Section 21.	Assignment and Subletting
Section 22.	Default
Section 23.	Remedies
Section 24.	Late Charge
Section 25.	Default Interest
Section 26.	Waiver of Breach
Section 27.	Estoppel Certificates
Section 28.	Attorney Fees
Section 29.	Security Deposit
Section 30.	Authority
Section 31.	Notices
Section 32.	Heirs and Successors
Section 33.	Partial Invalidity
Section 34.	Entire Agreement
Section 35.	Time of Essence
Section 36.	Rent
Section 37.	Amendments
Section 38.	Subordination
Section 39.	Merger
Section 40.	Governing Law
Section 41.	Headings
Section 42.	Airport and FAA Provisions

LEASE

THIS LEASE (“Lease”) is entered into as of February ___, 2015 between the Truckee Tahoe Airport District, a California Airport District (“Landlord”) and ClearCapital.com, a California Corporation (“Tenant”).

Recitals

- A. Landlord is the owner of certain land located in unincorporated area of Nevada County, California, and more particularly described as _____ Truckee Airport Road, Truckee (Nevada County) California.
- B. Landlord and Tenant have entered into a Construction Development Agreement to construct an Office Building (the “Premises”) on that property concurrently with the execution of this Lease.
- C. Landlord desires to lease to Tenant and Tenant desires to lease from Landlord the Premises on the terms and conditions in this Lease.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

Section

1. Definitions

As used in this Lease the following terms shall have the following definitions:

- “Adjustment Dates” is defined in Section 5(b) hereof.
- “Commencement Date” is defined in Section 3 hereof.
- “Event of Default” is defined in Section 22 hereof.
- “Initial Monthly Rent” is defined in Section 5(a) hereof.
- “Landlord” is defined in the preamble of this Lease.
- “Lease” is defined in the preamble of this Lease.
- “Minimum Monthly Rent” is defined in Section 5(a) hereof.
- “Premises” is defined in Recital A hereof.
- “Tenant” is defined in the preamble of this Lease.
- “Term” is defined in Section 3 hereof.
- “Termination Date” is defined in Section 3 hereof.
- “Trade Fixtures” is defined in Section 17(a) hereof.

Section

2. Lease

Landlord leases to Tenant and Tenant leases from Landlord the Premises on the terms and conditions in this Lease.

Section
3. Term of Lease

- (a) The term of this Lease (“Term”) shall be for ten years commencing on August 1, 2016 (“Commencement Date”), and ending on July 31, 2026, unless sooner terminated pursuant to the terms of this Lease or renewed pursuant to the options to renew (“Termination Date”).
- (b) Subject to any required compliance with the rules and regulations of the Federal Aviation Administration, Landlord grants to Tenant an option to renew this lease for two periods of five years each (hereafter referred to as the "extended term") from the original expiration date of this lease. The extended terms of this lease, if any, shall be subject to all of the terms and conditions contained in this lease. To exercise this option, Tenant must not be in default of any of the provisions of this lease and must deliver written notice of its exercise of the option to Landlord at least 180 days but not more than 365 days before expiration of the term of this lease or the initial extension thereof.
- (c) The option to renew, above, are personal to this original Tenant and cannot, without Landlord’s prior written consent, be assigned or exercised by any other person or entity other than ClearCapital.com, Inc. and only while ClearCapital.com, Inc. is in possession of the Premises and, if requested by Landlord, with ClearCapital.com, Inc. certifying that it has no intention of thereafter assigning or sub-letting the Premises.
- (d) **Need resolution of early termination rights and obligations.**

Section
4. Delay in Possession

- A.** (1) If for any reason Landlord fails to deliver or offer to deliver physical possession of the Premises to Tenant on or before the Commencement Date, this Lease shall not be void or voidable, but Tenant shall be entitled to an abatement of rent once the Premises are available to be occupied equal to the cost Tenant needs to pay its current Landlord as holdover penalties (and not for the existing rent) for the Premises located at 10875 Pioneer Trail, Ste. ____, Truckee, CA 96161; provided, however, that Tenant shall use all good faith efforts to minimize those holdover penalties. Such abatement of rent shall not exceed \$5,000 per month. However, any prevention, delay or stoppage due to Tenant’s Tenant Improvements or uplifts, or by strikes, walkouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substance therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of District shall excuse the performance by District for a period equal to any such prevention, delay or stoppage.
- B.** In the event Landlord fails to deliver physical possession of the Premises to Tenant on or prior to May 1, 2017, Tenant may elect to terminate this Agreement by giving written notice to Landlord.

Section
5. Minimum Monthly Rent

(a) For the period commencing August 1, 2016 and ending July 31, 2017, the minimum monthly rental shall be \$1.30 per square foot. Since the building is designed to be 10,840 square feet, the monthly rent is expected to be \$13,975, but shall be adjusted for the actual square footage of the entire building once it is constructed. The Minimum Monthly Rent shall be payable in advance on the first day of each month at the following address: 10356 Truckee Airport Rd. Truckee, CA 96161, or at another address that Landlord may from time to time designate by written notice to Tenant.

(b) On August 1 of each year, the monthly rent shall be computed by adding to the then current monthly rent an amount obtained by multiplying the then current monthly rent by the percentage by which the level of the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, West - B/C (cities of less than 1,500,000 population), All Items (December 1996=100), as reported for the month of May just preceding said August 1, has increased over its level on the preceding July, rounded to the nearest whole dollar. In no event shall the annual increase be less than 3% or more than 6%. The amount thus derived shall be the monthly rent for August and each succeeding month during the next one (1) year term and shall be adjusted accordingly for each succeeding annual period. In the event that the defined Index is not available as of July 31, the consumer price adjustment shall be computed as soon as such Index is available, and the rent shall be retroactively adjusted to said August 1. In the event no Index is published for July, the Index used shall be that for the next succeeding month which is published and an adjustment shall be made based thereon annually. Said resulting rent shall be rounded to the nearest dollar.

Section
6 MAINTENANCE AND INSURANCE COSTS

Maintenance and Insurance Costs.

- (a) Tenant shall pay to Landlord, as additional rent, the costs of maintenance and insurance, as set forth below. It is estimated that those maintenance fees shall be \$0.25 per square foot, per month, or \$2,710 per month. This estimated amount shall be paid monthly along with the minimum monthly rent. At the end of each 12 month period, the actual cost shall be determined and an itemized statement with supporting documentation shall be presented to Tenant within 30 days. If there was an underpayment, Tenant shall pay the additional amount within 30 days of presentation of that documentation. If there is an overpayment, Tenant shall receive a credit for the amount paid in excess of the actual amount against the future payments; provided, however, that if Tenant is then in default of any payments, Landlord may deduct the amount it is owed from that overpayment. In either event, the actual amount incurred for the prior 12 months shall be annualized and be the amount paid for the following 12 month period.
- (b) The maintenance and insurance provided by Landlord shall consist of:
1. Trash removal
 2. Landscaping
 3. Snow removal from and maintenance of the parking areas, sidewalks and exterior of the building consistent with other commercial buildings in the Truckee, California area.
 4. Insurance for damage by fire, with extended coverage and vandalism, malicious mischief and special extended perils (all risk) endorsements or their equivalents, in amounts not less than 100% of the replacement cost of the Premises and structure insured and with commercially reasonable deductibles.
 5. TTSA and TSD sewer charges
 6. Fire Alarm
 7. Miscellaneous repair and maintenance of the exterior of the building and outside premises
 8. There shall also be included an administrative fee of \$3,000 per year that shall be adjusted along with the minimum monthly rent as set forth in section 5 (b).
- (c) Tenant shall be solely responsible for:
1. Renters and liability insurance as set forth in section 16
 2. Janitorial
 3. Security
 4. Phone
 5. Internet

Section
7. Use

(a) Tenant, and any subsidiaries or concessionaires as Tenant may desire, will occupy and use the Premises for its California Headquarters and all other operations incident to the conduct of the business, and Tenant agrees not to use the Premises for any immoral or unlawful purpose. Landlord agrees that, subject to Section 18 and subject to the prior reasonable review and approval by Landlord and compliance with all applicable governmental requirements and any signage criteria in any covenants, conditions, and restrictions recorded prior to the date of this Lease, Tenant may erect and maintain on the Premises and the building and improvements and signs advertising Tenant's business, as Tenant may desire.

(b) Tenant shall not commit any acts on the Premises, nor use the Premises in any manner that will increase the existing rates for or cause the cancellation of any fire, liability, or other insurance policy insuring the Premises or the improvements on the Premises. Tenant shall, at Tenant's own cost and expense, comply with all requirements of Landlord's insurance carriers that are necessary for the continued maintenance at reasonable rates of fire and liability insurance policies on the Premises and the improvements on the Premises.

(c) Tenant shall not commit any waste or any public or private nuisance upon the Premises.

(d) Tenant shall comply with all laws, rules, and orders of all federal, state, and municipal governments or agencies that may be applicable to use of the Premises, including but not limited to any rules, regulations, Policy Instructions or minimum standards now or hereafter promulgated by Landlord.

(e) Landlord shall be entitled to use and occupy, no more than 5 times per calendar year and upon at least 30 days advance written notice to Tenant, all of the parking lot save for 10 spaces that shall be kept available and accessible for Tenant; provided, however, that said use by Landlord shall only be between the hours of 7:00 p.m. and 8:00 a.m. or on weekends or on state-recognized holidays. [need to firm up and provide for prior notice and cooperation of parties]

(f) Subject to the provisions of sub-section e, above, Landlord shall provide at all times during the Term 90 non-assigned, non-reserved parking spaces to the Premises. Tenant shall have no obligation to pay any additional rent to Landlord for Tenant's use of those 90 spaces. All parking at the Premises shall be subject to rules and regulations governing Premises parking from time to time reasonably adopted by Landlord. The parking rules and regulations shall be enforced against Tenant in a non-discriminatory manner.

(g) Because Landlord is providing Tenant with more parking spaces than are required by Nevada County, Tenant agrees to utilize all reasonable means to prevent its employees from on-street parking.

(h) Hazardous Substances. The provision of this Section which govern Tenant's obligations with regard to hazardous substances, as defined below, shall survive termination of this Agreement.

1. Definition of Hazardous Substance. For purposes of this Agreement, "Hazardous Substances" is defined to mean any substance, material or waste, including asbestos and petroleum (including crude oil or any fraction thereof), which is or becomes designated, classified or regulated as being "toxic", "hazardous", a "pollutant", or similar designation under any federal, state or local law, regulation or ordinance.

2. Indemnity Regarding Hazardous Substances. Tenant agrees to indemnify and hold Landlord harmless from and against all liabilities, claims, actions, foreseeable and unforeseeable consequential damages, costs and expenses (including sums paid in settlement of claims and all consultant, expert and legal fees and expenses of Landlord's counsel) or loss directly or indirectly arising out of or resulting from the presence of any Hazardous Substances as a result of Tenant's or any sub-Tenant's activities, in or around any part of the property or the soil, groundwater or soil vapor on or under the property, including those incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work, or any resulting damages or injuries to the person or property of any of their parties or to any natural resources. Upon demand by Landlord, Tenant shall defend any investigation, action or proceeding alleging the presence of any Hazardous Substances in any such location as a result of Tenant's or any Sub-Tenant's activities, which affects the property or which is brought or commenced against Landlord, whether alone or together with Tenant or any other person, all at Tenant's own cost and by counsel to be approved by Landlord in the exercise of its reasonable judgment. In the alternative, Landlord may elect to conduct its own defense at the expense of Tenant.
3. Compliance Regarding Hazardous Substances. Tenant shall comply and cause all occupants of the Premises to comply, with all laws, regulations, and ordinances governing or applicable to Hazardous Substances as well as the recommendations of any qualified environmental engineer or other expert which apply or pertain to the Premises. Tenant acknowledges that Hazardous Substances may permanently and materially impair the value and use of the Premises.

Tenant shall not allow the installation, release or storage of hazardous substances in, on, under or from the Premises. For the purposes of this provision, a release shall include, but not be limited to, any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, or otherwise disposing of hazardous substance.

4. Notice Regarding Hazardous Substances. Tenant shall promptly notify Landlord if it knows, suspects or believes, there may be any Hazardous Substances in or around the Premises, or in the soil, groundwater or soil vapor on or under the property, or that Tenant or the Premises may be subject to any threatened or pending investigation by any governmental agency under any law, regulation or ordinance pertaining to any Hazardous Substances.

Tenant shall give written notice to the Landlord within ten (10) days of receipt of such knowledge or cause for belief. Provided, however, if Tenant knows, or has reasonable cause to believe that such substance is an imminent and substantial danger to public health and safety, Tenant shall notify the Landlord immediately upon receipt of this knowledge or belief and shall take all acts necessary to alleviate such danger. Tenant will notify the Landlord immediately of any notice of violation received or initiation of environmental action or private suits relative to the Premises.

5. Site Visits, Observations, and Testing. Landlord and its agents and representatives shall have the right at any reasonable time to enter and visit the Premises for the purposes of observing the Premises, taking and removing solid or groundwater samples, and conducting tests on any part of the Premises. Such entry shall be during normal business hours except for emergencies. Landlord is under no duty, however, to visit or observe the Premises or to conduct tests. No site visit, observation or testing by Landlord shall result in a waiver of any default of Tenant or impose any liability on Landlord. In no event shall any site visit, observation or testing by Landlord be a representation that Hazardous Substances are or are not present in, on or under the Premises, or that there has been compliance with any law, regulation or ordinance pertaining to Hazardous Substances or any other applicable governmental law. Neither Tenant nor any other party is entitled to rely on any site visit, observation or testing by Landlord. Landlord shall not be obligated to disclose to Tenant or any other party any report or finding made as a result of, or in connection with, any site visit, observation or testing by Landlord. In each instance, Landlord shall give Tenant reasonable notice before entering the Premises or any other place Landlord is permitted to enter under this Section. Landlord shall make reasonable efforts to avoid interfering with Tenant's use of the Premises or any other property in exercising any right provided in this Section.

Section
8. Utilities and Maintenance

Each party's rights and responsibilities for utilities and maintenance are set forth in section 6 of this Agreement.

Section
9. Taxes

(a) Tenant shall pay to the public authorities charged with the collection on or before the last day on which payment may be made without penalty or interest, as additional rent, all taxes, permit, inspection, and license fees, and other public charges of whatever nature that are assessed against the Premises or arise because of the occupancy, use, or possession of the Premises (including but not limited to taxes on, or which shall be measured by, any rents or rental income, and taxes on personal property, whether of Landlord or Tenant), subsequent to the commencement of the Term, and all installments of assessments that are due during the Term.

(b) Landlord agrees to give appropriate written instructions to public authorities for taxes, assessments, and public charges payable by Tenant to make sure that statements and billings will be mailed directly by public authorities to Tenant at the address set forth in Section 31. Tenant shall deliver to Landlord, on demand, original receipts or photocopies evidencing payment of all taxes, assessments, and public charges payable by Tenant. If Tenant fails to pay taxes, assessments, and charges on or before the last day on which payment may be made without penalty or interest, other than as provided for in this Section 9, Landlord may, but shall not be obligated to, pay those taxes, assessments, or charges, together with interest and penalties. Any amounts that Landlord may pay pursuant to this provision, together with interest at the rate of

five percent (5%) per annum, shall be repaid to Landlord by Tenant on demand as additional rent.

(c) Tenant shall not be required to pay, discharge, or remove any tax (including penalties and interest), assessment, tax lien, forfeiture, or other imposition or charge against the Premises or any part of the Premises or any improvements, so long as Tenant diligently and in good faith contests the validity or the legality of the assessment, levy, or charge by appropriate legal proceedings, which should prevent the collection of the tax, assessment, imposition, or charge contested; provided however, that Tenant, prior to the date that the tax, assessment, imposition, or charge is due and payable, shall either have paid it under protest or shall have, (i) in the case of real estate taxes, posted a bond with Landlord sufficient to cover the amount of the taxes and penalties and interest and, (ii) in the case of taxes other than real estate taxes, given to Landlord a letter executed by an officer of Tenant assuring Landlord that the tax, assessment, imposition, or charge will be paid when and to the extent that the legal proceedings conclude in a final determination that the tax, assessment, imposition, or charge is valid, legal and owing. Upon such final determination, Tenant agrees to immediately pay the contested tax, assessment, imposition, or charge, together with all interest and penalties, if any, and remove and discharge any lien or forfeiture arising from the prior nonpayment. Any proceedings for contesting the validity, legality, or amount of any tax, assessment, imposition, or charge, or to recover any tax, assessment, imposition, or charge paid by Tenant, may be brought by Tenant in the name of Landlord or in the name of Tenant, or both, as Tenant deems advisable. Landlord agrees that Landlord will, upon the reasonable request of Tenant, execute or join in the execution of any instrument or document necessary in connection with any proceeding. However, if any proceedings are brought by Tenant, Tenant agrees to indemnify Landlord for all reasonable loss, cost, or expense that may be imposed on Landlord in connection with the proceeding. Tenant's right to contest taxes as provided in this Lease shall not extend beyond the point where Landlord's title to the Premises could be lost. In any event, Tenant shall notify Landlord in advance of any tax contest proceedings that Tenant intends to initiate, and shall then inform Landlord of all significant developments in the proceedings as they may occur.

(d) If Tenant has not paid any tax, assessment, or public charge required by this Lease to be paid by Tenant before its delinquency, or if a tax, assessment, or public charge is contested by Tenant and that tax, assessment, or public charge has not been paid within thirty (30) days after a final determination of the validity, legality, or amount of the tax, assessment or public charge, then Landlord may, but shall not be required to, pay and discharge the tax, assessment, or public charge. If a tax, assessment, or public charge, including penalties and interest, are paid by Landlord, the amount of that payment shall be due and payable to Landlord by Tenant with the next succeeding rental installment, and shall bear interest at the rate of ten percent (10%) per annum from the date of the payment by Landlord until repayment by Tenant.

(e) If any assessments for local improvements become a lien after the Commencement Date, Tenant shall pay only the installments of the assessments that become due and payable during the Term. On the request of Tenant, Landlord agrees to cooperate or join with Tenant in any application that may be necessary to permit the payment of the assessments in installments.

(f) The covenants and agreements to pay taxes by Tenant in Section 9 shall not be deemed to include the payment of any inheritance, estate, succession, transfer, gift, franchise, corporation, income, or profit tax, or capital levy that is or may be imposed on Landlord. If any excepted taxes become a lien against the Premises, Landlord agrees to pay and discharge them before foreclosure of the lien or to take the steps analogous to those permitted to Tenant under Section 9(d) to contest the taxes, so long as the steps sufficiently protect Tenant's quiet enjoyment of the Premises. If Landlord fails to pay and discharge those taxes prior to the institution of proceedings

to foreclose the lien, Tenant, at Tenant's sole option, may advance the funds required to pay and discharge the taxes, together with all penalties and interest, in which event the amount of funds so advanced shall be immediately due and payable from Landlord to Tenant and shall bear interest at the rate of five percent (5%) per annum from the date of payment by Tenant, until repaid. Alternatively, Tenant may apply the amount advanced to the payment of the next succeeding rental installment or installments otherwise payable to Landlord until the advance, with interest, has been repaid to Tenant; provided, however, that the rights of Tenant under Section 9(g) shall be limited to those instances where the foreclosure or other enforcement of the lien may disturb Tenant's possession and peaceful enjoyment of the Premises.

Section
10. Condition of Premises

Because the Premises have not yet been constructed, Tenant is advised, pursuant to Civil Code Section 1938 that the Premises have not been inspected by a Certified Access Specialist. Likewise, there is no Energy Star Portfolio Manager benchmarking data and rankings provided to the United States Environmental Protection Agency that can be disclosed to Tenant pursuant to Public Resources Code section 25402.10.

Section
11. Repairs and Maintenance

- (a) Tenant agrees, at Tenant's own expense, to keep the interior of the Premises in good condition and repair, and to deliver to Landlord physical possession of the Premises at the end of the Term, or any extension of the Term, in good condition and repair, reasonable wear and tear and use and loss by fire or other casualty or by earthquake or other act of God excepted. Landlord shall keep the exterior of the building and the area outside of the building in good order, condition and repair (consistent with similar buildings in the Truckee, CA area). Tenant expressly waives the benefits of any statute which would afford Tenant the right to make repairs at Landlord's expense or to terminate this Lease due to Landlord's failure to keep its portion of the Premises in good order, condition and repair.
- (b) If at any time during the Term, including renewals or extensions, Tenant fails to maintain the interior of the Premises or fails to make any repairs or replacements as required by Section 11, Landlord may, but shall not be required to, enter the Premises and perform the maintenance or make the repairs or replacements for the account of Tenant; any sums expended by Landlord in so doing, together with interest at five percent (5%) per annum, shall be deemed additional rent and shall be immediately due from Tenant on demand of Landlord.
- (c) Tenant waives, to the fullest extent permitted by law, the provisions of Civil Code §§ 1941 and 1942 and any other law that would require Landlord to maintain the Premises in a tenantable condition or would provide Tenant with the right to make repairs and deduct the cost of those repairs from the rent.

Section
12. Alterations

(a) Tenant shall have the right to make alterations to the building and improvements on the Premises, provided that, if the reasonably estimated cost of alterations exceeds \$15,000, Landlord shall have the right to consent to the alterations, and Landlord agrees not to unreasonably withhold approval of the alterations. Approval, however, may be conditioned upon the receipt by Landlord of a set of plans and specifications for the alterations no later than 30 days prior to the scheduled construction of the alterations, and upon Tenant's agreement to restore the Premises, if Landlord requires it at the end of the Term, to the same condition as before the alterations. All improvements, additions, alterations, and major repairs shall be in accordance with applicable laws and at Tenant's own expense. Tenant will indemnify and defend Landlord for all liens, claims, or damages caused by remodeling, improvements, additions, alterations, and major repairs. Landlord agrees, when requested by Tenant, to execute and deliver any applications, consents, or other instruments required to permit Tenant to do this work or to obtain permits for the work. Tenant acknowledges that any such work may be considered a "Public Works Project" requiring that prevailing wages must be paid.

(b) Except as set forth in Section 12(a), all alterations and improvements made to the Premises shall become the property of Landlord and shall remain on and be surrendered with the Premises at the expiration or sooner termination of this Lease, including any renewals or extensions.

(c) At least ten (10) days before any construction commences or materials are delivered for any alterations that Tenant is making to the Premises, whether or not Landlord's consent is required, Tenant shall give written notice to Landlord as to when the construction is to commence or the materials are to be delivered. Landlord shall then have the right to post and maintain on the Premises any notices that are required to protect Landlord and Landlord's interest in the Premises from any stop notices, liens for work and labor performed or materials furnished in making the alterations; provided, however, that it shall be Tenant's duty to keep the Premises free and clear of all liens, claims, and demands for work performed, materials furnished, or operations conducted on the Premises at the request of Tenant and free and clear of any stop notices.

(d) Tenant will not at any time permit any mechanics', laborers', or materialmen's liens to stand against the Premises for any labor or material furnished to Tenant or claimed to have been furnished to Tenant or Tenant's agents, contractors, or subtenants, in connection with work of any character performed or claimed to have been performed on the Premises by or at the direction or sufferance of Tenant; provided, however, that Tenant shall have the right to contest the validity or amount of any lien or claimed lien, upon giving to Landlord a letter executed by Tenant assuring that the lien or claimed lien will be paid, when and to the extent that the lien is finally determined to be valid and owing. Tenant's right, however, to contest these liens shall not extend beyond the point where Landlord's title to the Premises could be lost. On final determination of the lien or claim of lien, Tenant will immediately pay any final judgment rendered, with all property costs and charges, and shall have the lien released or judgment satisfied at Tenant's own expense. If Tenant fails to pay the judgment promptly or otherwise fails to prevent any sale, foreclosure, or forfeiture of the Premises because of a lien, Landlord shall have the right, upon five (5) days' written notice to Tenant, to pay or prevent this action, and the amount paid by Landlord shall be immediately due and payable to Landlord, and shall bear interest at the rate of five percent (5%) per annum from the date of payment by Landlord until repayment by Tenant.

Section
13. Entry

Tenant shall permit Landlord or Landlord's agents, representatives, or employees to enter the Premises at all reasonable times and upon reasonable notice to inspect the Premises to determine whether Tenant is complying with the terms of this Lease and to do other lawful acts that may be necessary to protect Landlord's interest in the Premises under this Lease or to perform Landlord's duties under this Lease. Landlord shall also have the right to immediate entry in the event of an emergency.

Section

14. Surrender of Premises; Holding Over

- (a) On the Termination Date or the end of any extension or renewal of this Lease, Tenant shall promptly surrender and deliver the Premises to Landlord in as good condition as they are now at the date of this Lease, reasonable wear and tear excepted.
- (b) At the end of the Term, or any extension, should Tenant hold over for any reason, it is agreed that in the absence of a written agreement to the contrary, that tenancy shall be from month-to-month only and not a renewal of this Lease, nor an extension for any further term. Tenant shall pay Minimum Monthly Rent in an amount equal to 100% of the then existing Monthly Rent payable prior to the end of the Term or any extension. The month-to-month tenancy shall be subject to every other term, covenant, and condition in this Lease that is consistent with and not contrary to a month-to-month tenancy.

Section

15. Indemnity

- (a) Tenant agrees to indemnify and defend Landlord from any claims, demands, and causes of action of any nature and any expense incident to the defense, for injury to or death of persons or loss of or damage to property occurring on or about the Premises that grow out of or are connected with Tenant's use and occupation of the Premises or the condition of the Premises (unless the condition is one for which Landlord has expressly assumed the responsibility for remedying and the condition is not caused by Tenant), during the Term.
- (b) Landlord agrees to indemnify and defend Tenant from any claims, demands, and causes of action of any nature and any expense incident to the defense, for injury to or death of persons or loss of or damage to property occurring on or about the Premises that grow out of or are connected with Tenant's use and occupation of the Premises or the condition of the Premises that grow out of or are connected with the negligence or willful misconduct of Landlord or its agents, employees or contractors.

Section

16. Insurance

Tenant shall obtain and maintain continuously in effect at all times during the term of this Lease, at Tenant's sole expense, the following insurance:

1. Comprehensive general liability insurance protecting Landlord against any and all liability arising by reason of Tenant's conduct incident to the use of the Premises, or resulting from any accident occurring on or about the roads, driveways or other public places, used by Tenant, caused by or arising out of any wrongful act or omission of Tenant, in the minimum amount of \$1,000,000 per occurrence;
2. Personal injury in the amount of \$1,000,000 for injury or death of one person and, subject to the limitation for the injury or death of one person, of not less than \$5,000,000 for injury to or death of two or more persons as a result of any one accident or incident;
3. Property damage in the amount of \$4,000,000
4. Products/Completed Operations for permitted activities in an amount of \$4,000,000 for each occurrence/\$4,000,000 aggregate;
5. Designated Contractual Liability in an amount of in an amount of \$1,000,000 for each occurrence/\$1,000,000 aggregate;
6. Independent Contractors Liability in an amount of \$1,000,000 for each occurrence/\$1,000,000 aggregate;
7. Premises medical payments insurance in an amount of \$1,000 any one person \$5,000 aggregate.

The insurance specified in Sub-Paragraphs 1 through 7, above, shall name Landlord as an additional insured.

Any policy of insurance required under this Section shall be written by insurance companies authorized to do business in California. Tenant will instruct its insurance broker to provide at least 30 days' prior written notice of cancellation to Landlord in the manner specified in this Lease for service of notices on Landlord by Tenant. During the term of this Lease and any extensions thereof, Landlord shall keep the Premises insured against loss or damage by fire, with extended coverage and vandalism, malicious mischief and special extended perils (all risk) endorsements or their equivalents, in amounts not less than one hundred percent (100%) of the replacement cost of the Premises and structures insured, and with commercially reasonable deductibles.

Promptly on the issuance, reinsurance, or renewal of any insurance policy required by this lease, including fire and liability insurance policies, but at least upon execution of this lease and annually thereafter, Tenant shall cause a certificate evidencing the policy and executed by the insurance company issuing the policy or its authorized agent to be given to Landlord. Upon request by Landlord, Tenant shall provide a duplicate copy of the policy or policies to Landlord.

If at any time Tenant fails to procure or maintain the insurance required by this Section, Landlord may obtain that insurance and pay the premiums on it for the benefit of Landlord. Any amounts paid by Landlord to procure or maintain insurance pursuant to this section shall be immediately due and repayable to Landlord by Tenant with the next then due installment of rent under this Lease; failure to repay at that time any amount expended by Landlord shall be considered the same as a failure to pay rent and a default by Tenant under this lease.

Section
17. Trade Fixtures

(a) Tenant shall have the right, at any time and from time to time during the Term and any renewals or extensions, at Tenant's sole cost and expense, to install and affix on the Premises items for use in Tenant's trade or business, which Tenant, in Tenant's sole discretion, deems advisable (collectively "Trade Fixtures"). Trade Fixtures installed in the Premises by Tenant shall always remain the property of Tenant and may be removed at the expiration of the Term or any extension, provided that any damage to the Premises caused by the removal of the Trade Fixtures shall be repaired by Tenant, and further provided that Landlord shall have the right to keep any Trade Fixtures or to require Tenant to remove any Trade Fixtures that Tenant might otherwise elect to abandon.

(b) As security for Tenant's performance of obligations under this Lease, Tenant agrees to not place, or have placed, a mortgage, security interest or otherwise encumber all or any portion of the Trade Fixtures. Any right to remove the Trade Fixtures given Tenant by the provisions of Section 17(a) shall be exercisable only if, at the time of the removal, Tenant is not in default in performance of this Lease. Tenant may, however, at any time Tenant is not in default in performance of this Lease, trade in or replace any Trade Fixture, free of the security interest created by this section. This security interest will then attach to the item that replaced the previous Trade Fixture. Upon default under this Lease, Landlord shall immediately have as to the Trade Fixtures the remedies provided to a secured party under relevant sections of the California Uniform Commercial Code.

(c) Any Trade Fixtures that are not removed from the Premises by Tenant at the Termination Date shall be deemed abandoned by Tenant and shall automatically become the property of Landlord as owner of the real property to which they are affixed.

Section
18. Signs

Tenant shall not place, maintain, nor permit on any exterior door, wall, or window of the Premises any sign, awning, canopy, marquee, or other advertising without the express written consent of Landlord and any approval of any governmental agency having jurisdiction over the sign or signs. Furthermore, Tenant shall not place any decoration, lettering, or advertising matter on the glass of any exterior show window of the Premises without the written approval of Landlord. If Landlord consents to any sign, awning, canopy, marquee, decoration, or advertising matter, Tenant shall maintain it in good appearance and repair at all times during this Lease. At the Termination Date, any of the items mentioned in this section that are not removed from the Premises by Tenant may, without damage or liability, be destroyed by Landlord. Notwithstanding the foregoing, Tenant shall be granted top of building exterior signage at two (2) mutually agreed upon locations, as well as lobby directory and premises placard signage.

Section
19. Damage and Destruction

(a) If the building or other improvements constructed on the Premises are damaged or destroyed, whether partially or entirely by Tenant, Tenant, at their own cost and expense, but utilizing the proceeds of insurance, if any, shall repair, restore, or reconstruct the damaged or destroyed building and other improvements so that the condition and quality of the new building and other improvements shall be as near as reasonably possible to the condition and quality immediately prior to the damage or destruction. If the building or other improvements constructed on the Premises are damaged or destroyed not by the action or inaction of Tenant, Landlord shall, at Landlord's own cost and expense, but utilizing the proceeds of insurance, if any, repair, restore, or reconstruct the damaged or destroyed building and other improvements so that the condition and quality of the new building and other improvements shall be as near as reasonably possible to the condition and quality immediately prior to the damage or destruction. Damage to or destruction of any portion of the building, fixtures, or other improvements on the Premises by fire, the elements, or any other cause shall not terminate this Lease or entitle Tenant to surrender the Premises or otherwise affect the respective obligations of the parties, any present or future law to the contrary notwithstanding. However, if the building, fixtures, or other improvements on the Premises are totally destroyed or damaged to the extent that the Premises is wholly unsuitable or inadequate for the purposes for which Tenant was using the Premises prior to the destruction or damage, all Minimum Monthly Rent, together with Percentage Rent otherwise payable by Tenant, shall abate effective the date of the destruction or damage. Further, if the building constructed on the Premises is damaged to the extent that the Premises is partially unsuitable or inadequate for the purposes for which Tenant was using the Premises prior to the damage, the Minimum Monthly Rent otherwise payable by Tenant shall be reduced effective the date of the damage so that the new Minimum Monthly Rent payable shall be an amount equivalent to the proportion of the Minimum Monthly Rent otherwise payable as the total floor area of the building still reasonably suitable for Tenant's use under this Lease bears to the total floor area of the building prior to the damage. Upon the completion by Tenant of a new building and other improvements after completion of their repair, restoration, or reconstruction, all partial or total abatement of rent shall cease and the full rental provided for in this Lease shall again be payable.

(b) If the Premises are damaged or destroyed in whole or in part, Tenant shall proceed with due diligence to have plans and specifications prepared and obtain approval by Landlord, which approval shall not be unreasonably withheld, to commence rebuilding, reconstruction, or restoration as promptly as possible after the occurrence of the event causing the damage or destruction, and thereafter to diligently complete the work. If Tenant does not proceed with due diligence and does not diligently finish the work, Landlord or any beneficiary under any deed of trust covering the Premises, if permitted by the deed of trust, may, but shall not be obligated to, enter the Premises and do whatever may be necessary for the rebuilding, recordation, repair, or restoration of any building or improvements damaged or destroyed.

(c) Before any contract or subcontract is let or other agreement executed for the performance of any service, or the furnishing of any materials, and before any work of any kind or nature is commenced upon the rebuilding, reconstruction, repair, or restoration, Tenant will procure and deliver to Landlord a payment and completion bond or agreement in form satisfactory to Landlord issued by a reputable surety corporation or bonding corporation qualified to do business in California, guaranteeing or otherwise assuring Landlord that the reconstruction and repair of the building and improvements will proceed to completion with due diligence, that the reconstruction and repair, when completed, will be fully paid for, and that the project and Premises will remain free of all stop notices, mechanics', laborers' or materialmen's liens or

claimed liens on account of any services or materials furnished or labor or work performed in connection with the performance of the reconstruction and repair.

(d) Regardless of any contrary provisions in this Lease, if the building or other improvements to be constructed on the Premises or any substitute are damaged or destroyed by any cause to the extent of more than twenty-five percent (25%) of its insurable value during the last two years of the Term or any extension, Tenant may, at Tenant's sole option, terminate this Lease within ninety (90) days of the damage or destruction by giving written notice to Landlord. In the event of termination, Tenant shall pay to Landlord all insurance proceeds, if any, received by Tenant as a result of the damage or destruction to the extent allocable to the building or other improvements owned by Landlord.

Section 20. Condemnation

(a) If, during the Term or any renewal or extension, the whole of the Premises shall be taken pursuant to any condemnation proceeding, this Lease shall terminate as of 12:01 a.m. of the date that actual physical possession of the Premises is taken, and after that, both Landlord and Tenant shall be released from all obligations under this Lease.

(b) If, during the Term or any renewal or extension, only a part of the Premises is taken pursuant to any condemnation proceeding and the remaining portion is not suitable or adequate for the purposes for which Tenant was using the Premises prior to the taking, or if the Premises should become unsuitable or inadequate for those purposes by reason of the taking of any other property adjacent to or over the Premises pursuant to any condemnation proceeding, or if by reason of any law or ordinance the use of the Premises for the purposes specified in this Lease shall become unlawful, then and after the taking or after the occurrence of other described events, Tenant shall have the option to terminate, and the option can be exercised only after the taking or after the occurrence of other described events by Tenant giving ten (10) days' written notice to Landlord, and rent shall be paid only to the time when Tenant surrenders possession of the Premises.

Without limiting the generality of the previous provision, it is agreed that in the event of a partial taking of the Premises pursuant to any condemnation proceeding, if the number of square feet of floor area in the portion remaining after the taking is less than eighty percent (80%) of the number of square feet of floor area at the commencement of the Term, Tenant shall, after the taking, have the option to terminate this Lease on ten (10) days' written notice to Landlord, and rent shall be paid only to the time when Tenant surrenders possession of the Premises.

(c) If only a part of the Premises is taken pursuant to any condemnation proceeding under circumstances that Tenant does not have the option to terminate this Lease as provided in this Section, or having the option to terminate, Tenant elects not to terminate, then Landlord shall at Landlord's expense promptly proceed to restore the remainder of the Premises to a self-contained architectural unit, and the Minimum Monthly Rent payable shall be reduced effective the date of the taking to an amount that shall be in the same proportion to Minimum Monthly Rent payable prior to the taking, as the number of square feet of floor area remaining after the taking bears to the number of square feet of floor area immediately prior to the taking.

(d) If the whole or any part of the Premises are taken pursuant to any condemnation proceeding, then Landlord shall be entitled to the entirety of any condemnation award except that portion allocable to Tenant's unsalvageable Trade Fixtures.

Section
21. Assignment and Subletting

- (a) Without the prior written consent of Landlord, which shall not be unreasonably withheld or delayed, Tenant shall not sublease the Premises.
- (b) Except as provided in Section 21(c), Tenant shall not assign this Lease without the prior written consent of Landlord, which shall not be unreasonably withheld, provided that subsequent to any assignment Tenant shall remain primarily liable for the rental to be paid under this Lease and the performance of all terms and conditions of this Lease.
- (c) However, and subject to the provisions of section 32, Tenant may assign this Lease without Landlord's written consent if the assignment is made
- (i) to a successor corporation into which or with which Tenant is merged or consolidated in accordance with applicable statutory provisions for the merger or consolidation of corporations,
 - (ii) to a wholly-owned subsidiary of Tenant, or
 - (iii) to a corporation to which Tenant shall sell all or substantially all of Tenant's assets; and the liabilities of the corporations participating in the merger or consolidation or of the transferor corporation must be assumed by the corporation surviving the merger or created by the consolidation or by the transferee corporation, in the event of a transfer to a wholly-owned subsidiary or a sale of all or substantially all assets, and that corporation (except in the case of a wholly-owned subsidiary) must have a net worth at least equal to the net worth of Tenant at the time of execution of this Lease. Upon delivery to Landlord, by a successor corporation to which this Lease is assigned or transferred, of the agreement of the corporation to be bound by the terms, covenants, and conditions of this Lease to be performed by Tenant after the date of the assignment or transfer, Tenant shall be released and discharged from all obligations later arising under this Lease, except where the transfer is to a wholly-owned subsidiary of Tenant.

Section
22. Default

Any of the following events or occurrences shall constitute a material breach of this Lease by Tenant and, after the expiration of any applicable grace period, shall constitute an event of default (each an "Event of Default"):

- (a) The failure by Tenant to pay any amount in full when it is due under the Lease;
- (b) The failure by Tenant to perform any material obligation under this Lease, which by its nature Tenant has no capacity to cure;
- (c) The failure by Tenant to perform any other obligation under this Lease, if the failure has continued for a period of ten (10) days after Landlord demands in writing that Tenant cure the failure. If, however, by its nature the failure cannot be cured within ten (10) days, Tenant may

have a longer period as is necessary to cure the failure, but this is conditioned upon Tenant's promptly commencing to cure within the ten (10) day period and thereafter diligently completing the cure. Tenant shall indemnify and defend Landlord against any liability, claim, damage, loss, or penalty that may be threatened or may in fact arise from that failure during the period the failure is uncured;

(d) Any of the following: A general assignment by Tenant for the benefit of Tenant's creditors; any voluntary filing, petition, or application by Tenant under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment, vacation, or surrender of the Premises by Tenant without Landlord's prior written consent; or the dispossession of Tenant from the Premises (other than by Landlord) by process of law or otherwise;

(e) The appointment of a trustee or receiver to take possession of all or substantially all of Tenant's assets; or the attachment, execution or other judicial seizure of all or substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or the involuntary filing against Tenant, or any general partner of Tenant if Tenant is a partnership, of

(i) a petition to have Tenant, or any partner of Tenant if Tenant is a partnership, declared bankrupt, or

(ii) a petition for reorganization or arrangement of Tenant under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within sixty (60) days;

(f) The abandonment of the Premises by Tenant.

Section 23. Remedies

Upon the occurrence of an Event of Default, Landlord, in addition to any other rights or remedies available to Landlord at law or in equity, shall have the right to

(a) terminate this Lease and all rights of Tenant under this Lease by giving Tenant written notice that this Lease is terminated, in which case Landlord may recover from Tenant the aggregate sum of

(i) the worth at the time of award of any unpaid rent that had been earned at the time of termination;

(ii) the worth at the time of award of the amount by which (A) the unpaid rent that would have been earned after termination until the time of award exceeds (B) the amount of the rental loss, if any, as Tenant affirmatively proves could be reasonably avoided;

(iii) the worth at the time of award of the amount by which (A) the unpaid rent for the balance of the term after the time of award exceeds (B) the amount of rental loss, if any, as Tenant affirmatively proves could be reasonably avoided;

(iv) any other amount necessary to compensate Landlord for all the detriment caused by Tenant's failure to perform Tenant's obligations or that, in the ordinary course of things, would be likely to result from Tenant's failure; and

(v) all other amounts in addition to or in lieu of those previously set out as may be permitted from time to time by applicable California law.

As used in clauses (i) and (ii) of Section 23(a), the worth at the time of award is computed by allowing interest at the rate of five percent (5%) per annum. As used in clause (iii) of Section 23(a), the worth at the time of award is computed by discounting that amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%). As used in this Section, the term rent shall include Minimum Monthly Rent and any other payments required by Tenant under this Lease.

(b) continue this Lease, and from time to time, without terminating this Lease, either

(i) recover all rent and other amounts payable as they become due or

(ii) relet the Premises or any part on behalf of Tenant on terms and at the rent that Landlord, in Landlord's sole discretion, may deem advisable, all with the right to make reasonable alterations and repairs to the Premises, at Tenant's cost, and apply the proceeds of reletting to the rent and other amounts payable by Tenant. To the extent that the rent and other amounts payable by Tenant under this Lease exceed the amount of the proceeds from reletting, the Landlord may recover the excess from Tenant as and when due.

(d) None of the following remedial actions, alone or in combination, shall be construed as an election by Landlord to terminate this Lease unless Landlord has in fact given Tenant written notice that this Lease is terminated or unless a court of competent jurisdiction decrees termination of this Lease: any act by Landlord to maintain or preserve the Premises; any efforts by Landlord to relet the Premises; any re-entry, repossession, or reletting of the Premises; or any re-entry, repossession, or reletting of the Premises by Landlord pursuant to this Section. If Landlord takes any of the previous remedial actions without terminating this Lease, Landlord may nevertheless at any later time terminate this Lease by written notice to Tenant.

(e) If Landlord relets the Premises, Landlord shall apply the revenue from the reletting as follows: first, to the payment of any indebtedness other than rent due from Tenant to Landlord; second, to the payment of any cost of reletting, including without limitation finder's fees and leasing commissions; third, to the payment of the cost of any maintenance and repairs to the Premises; and fourth, to the payment of rent and other amounts due and unpaid under this Lease. Landlord shall hold and apply the residue, if any, to payment of future amounts payable under this Lease as the same may become due, and shall be entitled to retain the eventual balance with no liability to Tenant. If the revenue from reletting during any month, after application pursuant to the previous provisions, is less than the sum of (i) Landlord's expenditures for the Premises during that month and (ii) the amounts due from Tenant during that month, Tenant shall pay the deficiency to Landlord immediately upon demand.

(f) After the occurrence of an Event of Default, Landlord, in addition to or in lieu of exercising other remedies, may, but without any obligation to do so, cure the breach underlying the Event of

Default for the account and at the expense of Tenant. However Landlord must by prior notice first allow Tenant a reasonable opportunity to cure, except in cases of emergency, where Landlord may proceed without prior notice to Tenant. Tenant shall, upon demand, immediately reimburse Landlord for all costs, including costs of settlements, defense, court costs, and attorney's fees, that Landlord may incur in the course of any cure.

(g) No security or guaranty for the performance of Tenant's obligations that Landlord may now or later hold shall in any way constitute a bar or defense to any action initiated by Landlord for unlawful detainer or for the recovery of the Premises, for enforcement of any obligation of Tenant, or for the recovery of damages caused by a breach of this Lease by Tenant or by an Event of Default.

(h) Except where this is inconsistent with or contrary to any provisions of this Lease, no right or remedy conferred upon or reserved to either party is intended to be exclusive of any other right or remedy, or any right or remedy given or now or later existing at law or in equity or by statute. Except to the extent that either party may have otherwise agreed in writing, no waiver by a party of any violation or nonperformance by the other party of any obligations, agreements, or covenants under this Lease shall be deemed to be a waiver of any subsequent violation or nonperformance of the same or any other covenant, agreement, or obligation, nor shall any forbearance by either party to exercise a remedy for any violation or nonperformance by the other party be deemed a waiver by that party of the rights or remedies with respect to that violation or nonperformance.

Section 24. Late Charge

Tenant acknowledges that Tenant's failure to pay any installment of the Minimum Monthly Rent or any other amounts due under this Lease as and when due may cause Landlord to incur costs not contemplated by Landlord when entering into this Lease, the exact nature and amount of which would be extremely difficult and impracticable to ascertain. Accordingly, if any installment of the Minimum Monthly Rent or any other amount due under the Lease is not received by Landlord as and when due, Tenant shall pay to Landlord an amount equal to 5% of the past due amount or \$100.00, whichever is greater, which the parties agree represents a fair and reasonable estimate of the costs incurred by Landlord as a result of the late payment by Tenant.

Section 25. Default Interest

If Tenant fails to pay any amount due under this Lease as and when due, that amount shall bear interest at the rate of five percent (5%) per annum from the due date until paid.

Section 26. Waiver of Breach

Any express or implied waiver of a breach of any term of this Lease shall not constitute a waiver of any further breach of the same or other term of this Lease; and the acceptance of rent shall not constitute a waiver of any breach of any term of this Lease, except as to the payment of rent accepted.

Section
27. Estoppel Certificates

At any time, with at least fifteen (15) days' prior notice by Landlord, Tenant shall execute, acknowledge, and deliver to Landlord a certificate certifying:

- (a) the Commencement Date and the Term;
- (b) the amount of the Minimum Monthly Rent;
- (c) the dates to which rent and other charges have been paid,;
- (d) that this Lease is unmodified and in full force or, if there have been modifications, that this Lease is in full force, as modified, and stating the date and nature of each modification;
- (e) that no notice has been received by Tenant of any default by Tenant that has not been cured except, if any exist, those defaults must be specified in the certificate, and Tenant must certify that no event has occurred that, but for the expiration of the applicable time period or the giving of notice or both, would constitute an Event of Default under this Lease;
- (f) that no default of Landlord is claimed by Tenant, except, if any, those defaults must be specified in the certificate; and
- (g) other matters as may be reasonably requested by Landlord.

Any certificate may be relied on by prospective purchasers, mortgagees, or beneficiaries under any deed of trust on the Premises or any part of it.

Section
28. Attorney Fees

If any action at law or in equity is brought to recover any rent or other sums under this Lease, or for or on account of any breach of or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the Premises, the prevailing party shall be entitled to recover from the other party as part of prevailing party's costs reasonable attorney's fees, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

Section
29. Security Deposit

Prior to delivery of possession of the Premises to Tenant, Tenant shall deposit with Landlord the sum of two months Minimum Monthly Rent as a security deposit securing the performance of Tenant's obligations under this Lease. This deposit shall not be construed as an advance payment of any rental due under this Lease. Two years after the commencement of the Lease Term, if there has been no event of default, Landlord shall return to Tenant one-half (which is one month's rent) of the security deposit within 30 days of that two-year anniversary.

Section
30. Authority

Since Tenant is a corporation, all individuals executing this Lease on behalf of that entity represent that they are authorized to execute and deliver this Lease on behalf of that entity. Since Tenant is a corporation, Tenant shall, prior to the execution of this Lease, deliver to Landlord evidence of that authority and evidence of due formation, all satisfactory to Landlord.

Section
31. Notices

Except as otherwise expressly provided by law, all notices or other communications required or permitted by this Lease or by law to be served on or given to either party to this Lease by the other party shall be in writing and shall be deemed served when personally delivered to the party to whom they are directed, or in lieu of the personal service, upon deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed to Tenant at:

ClearCapital.com, Inc.
300 East Second Street, Suite 1405
Reno, NV 89501
Attn: Duane Andrews & Kevin Marshall
or to Landlord at:
Truckee Tahoe Airport District
10356 Truckee Airport Rd.
Truckee, CA 96161
Attn: General Manager

Either party, Tenant or Landlord, may change the address for the purpose of this Section by giving written notice of the change to the other party in the manner provided in this Section.

Section
32. Heirs and Successors

This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Landlord and Tenant. Specifically, and not by way of limitation, should Tenant be acquired by some other person or entity, that acquiring person or

entity shall be subject to all terms and conditions of this Lease, as may be in effect at the time of said acquisition.

Section
33. Partial Invalidity

Should any provision of this Lease be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this Lease shall remain in effect, unimpaired by the holding.

Section
34. Entire Agreement

This instrument constitutes the sole agreement between Landlord and Tenant respecting the Premises, the leasing of the Premises to Tenant, and the specified lease term, and correctly sets forth the obligations of Landlord and Tenant. Any agreement or representations respecting the Premises or their leasing by Landlord to Tenant not expressly set forth in this instrument are void.

Section
35. Time of Essence

Time is of the essence in this Lease. However, any prevention, delay or stoppage due to strikes, walkouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substance therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage, except for the obligation imposed with regard to rental and other charges to be paid by Tenant pursuant to this Agreement.

Section
36. Rent

Unless otherwise specified, all monetary obligations of Tenant to Landlord under the Lease shall be deemed rent.

Section
37. Amendments

This Lease may be modified only in writing and only if signed by the parties at the time of the modification.

Section
38. Subordination

(a) This Lease shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation for security now or later placed upon the Premises and to any advances made on the security of it or Landlord's interest in it, and to all renewals, modifications, consolidations, replacements, and extensions of it. However, if any mortgagee, trustee, or ground landlord elects to have this Lease prior to the lien of its mortgage or deed of trust or prior to its ground lease, and gives notice of that to Tenant, this Lease shall be deemed prior to the mortgage, deed of trust, or ground lease, whether this Lease is dated prior or subsequent to the date of the mortgage, deed of trust, or ground lease, or the date of recording of it. If any mortgage or deed of trust to which this Lease is subordinate is foreclosed or a deed in lieu of foreclosure is given to the mortgagee or beneficiary, Tenant shall attorn to the purchaser at the foreclosure sale or to the grantee under the deed in lieu of foreclosure. If any ground lease to which this Lease is subordinate is terminated, Tenant shall attorn to the ground landlord. Tenant agrees to execute any documents, in form and substance reasonably acceptable to Tenant, required for the subordination, to make this Lease prior to the lien of any mortgage or deed of trust or ground lease, or to evidence the attornment.

(b) If any mortgage or deed of trust to which this Lease is subordinate is foreclosed or a deed in lieu of foreclosure is given to the mortgagee or beneficiary, or if any ground lease to which this Lease is subordinate is terminated, this Lease shall not be barred, terminated, cut off, or foreclosed. Neither shall the rights and possession of Tenant under this Lease be disturbed, if Tenant is not then in default in the payment of rental and other sums due under this Lease or otherwise in default under the terms of this Lease, and if Tenant attorns to the purchaser, grantee, or ground landlord as provided in Section 38(a) or, if requested, enters into a new lease for the balance of the term of this Lease on the same terms and provisions in this Lease. Tenant's covenant under Section 38(a) to subordinate this Lease to any ground lease, mortgage, deed of trust, or other hypothecation later executed is conditioned on each senior instrument containing the commitments specified in this subsection.

Section
39. Merger

The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation of the Lease, or a termination by Landlord, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to a Landlord of any of the subtenancies.

Section
40. Governing Law

This Lease shall be governed by and construed in accordance with California law.

41. Headings

Headings are inserted for convenience of reference only and shall not be used to define, limit or otherwise interpret the meaning of the Lease Agreement.

Section

42. Airport and FAA Provisions

(a) **Nonexclusive Right.** Landlord reserves the right, at its sole discretion, to grant others certain rights and privileges upon the Airport which are identical in part or in whole to those granted to Tenant. Landlord does, however, covenant and agree that it shall enforce all minimum operating standards or requirements for all aeronautical endeavors and activities conducted at the Airport.

(b) **Nonexclusive Concession.** The concession or rights herein granted to Tenant to operate the permitted business from the Premises are nonexclusive, and Landlord shall have the right to deal with, offer and grant similar leases, rights and concessions to any other firm or person. In the event of a conflict between the concessions of Tenant and any other Tenant or concessionaire at the Airport, Landlord shall have the right to resolve such conflict or dispute and its determination shall be binding upon Tenant.

(c) **Subordination to Federal Aviation Administration.** This Lease shall be subordinate to the provisions of any existing or future agreement entered into between the Lessor and the United States of America, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the planning, improvement or expansion of the Airport.

Should the Department of Transportation, Federal Aviation Administration or any successor department or agency issue an order determining that any provision herein is inconsistent with any covenant or restriction of the deeds under which the Landlord acquired the Airport, or the provisions of any existing or future agreement entered into between the Landlord and United States of America, the parties shall amend this Lease as necessary to resolve the inconsistency. If the parties cannot agree on the manner in which to resolve the inconsistency, the Landlord shall have the unilateral right to amend the Lease to resolve the inconsistency.

(d) **Aerial Approaches.** Landlord reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Tenant from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of Landlord, would limit the usefulness of the Airport or constitute a hazard to aircraft.

(e) **ASSURANCES REQUIRED BY THE FAA.** Those certain thirty-nine (39) provisions set forth within Section A, "Assurances," of Schedule A "Assurances Required by the Federal Aviation Administration," attached hereto and made a part hereof, are those specific provisions required by the FAA to be appropriately included within all agreements (including, without limitation, leases, licenses, permits, and contracts) between Landlord and any and all persons and/or entities who use or perform work or conduct activities on Landlord-owned Airport premises for aeronautical or non-aeronautical purposes. Tenant, by its signature(s) hereunto affixed, acknowledges that it has reviewed the aforesaid Schedule A, in its entirety, and fully

understands the meaning, purpose, and intent thereof. Tenant expressly agrees that, throughout the life hereof, it shall fully and faithfully comply with, abide by and/or adhere to, as applicable and appropriate, each and every one of the numbered provisions contained with Section B, "Assurances," of said Schedule A (as said numbered provisions are reflected therein or as same may be amended, from time to time, during the life hereof, by Landlord, as and when the FAA's requirements thereon imposed may so dictate), which, pursuant to the guidelines established within Sections 2 of Section A of said Schedule A, shall either be applicable to Tenant on the start date of the term hereof or which, as a result of changing facts and/or circumstances, shall subsequently become applicable to Tenant, hereunder, during the life hereof.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

Dated: February ____, 2015

LANDLORD:

Truckee Tahoe Airport District

By: _____
Name: John B. Jones, Jr.
Its: Board President

Approved as to form:

By: _____
Name: Brent Collinson
Its: General Counsel

TENANT:

Dated: February ____, 2015

ClearCapital.com, Inc.

By: _____
Name: _____
Its: _____

By: _____

Name: _____
Its: _____

DRAFT