



AGENDA REPORT

Meeting Date: October 18, 2010
Item Number: G-10
To: Honorable Mayor and City Council
From: Brenda Lavender, Real Estate & Property Manager
Subject: LEASE, GUARANTY OF LEASE AND MEMORANDUM OF LEASE BY AND BETWEEN THE CITY OF BEVERLY HILLS AND BEVERLY HILLS BAR AND GRILL
Attachments:

1. Lease
2. Guaranty of Lease
3. Memorandum of Lease

RECOMMENDATION

It is recommended that City Council approve the Lease, Guaranty of Lease and Memorandum of Lease by and between The City of Beverly Hills and Beverly Hills Bar & Grill. A copy of the lease is on file with the City Clerk. Beverly Hills Bar & Grill will be leasing the City owned space located at 430 N. Camden Drive.

INTRODUCTION

BH Bar & Grill is leasing the restaurant space that was previously occupied by Flame International. The restaurant location is approximately 9,355 square feet including the outdoor patio area. The lease term is ten (10) years at a starting lease rate of \$3.00/SF.

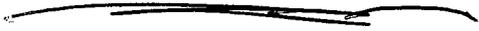
BH Bar & Grill will open a Sports Bar concept at this location and the name of the restaurant is yet to be determined. The concept will include a full restaurant menu; sports bar concept as well live entertainment and private event options. All proposed activities and uses conform to the City Municipal Code regulations. Forte Corporation will guaranty the performance of the lease and provide a three (3) months security deposit.

DISCUSSION

The lease term is ten (10) years and the monthly rent is \$3/SF monthly. The restaurant is approximately 9,355 square feet. Forte Corporation is responsible for all tenant improvements and associated permits. Landlord's approval of the space design is required and staff will work with Forte to ensure all City requirements are met.

FISCAL IMPACT

There are no out of pocket costs for this lease, but the lease includes six (6) months of free rent. The free rent would reduce the first year annual revenue from \$336,780 to \$168,390.00. There is no broker commission on this deal.


Scott G. Miller, Director of
Administrative Services, CFO

Approved By

Attachment 1

LEASE

**CITY OF BEVERLY HILLS,
a municipal corporation,**

as Landlord

and

**BEVERLY HILLS BAR & GRILL,
a California limited liability company**

as Tenant

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LEASE

This Lease ("Lease") is entered into as of the "Effective Date" (as defined in Section 1.1 below) by and between "Landlord" and "Tenant" (each as defined in Section 1.2 and Section 1.3 below).

**ARTICLE 1
BASIC LEASE PROVISIONS**

- 1.1 Effective Date.** October ____, 2010.
- 1.2 Landlord.** CITY OF BEVERLY HILLS, a municipal corporation.
- 1.3 Tenant and Guarantor.** BEVERLY HILLS BAR & GRILL, a California limited liability company is the "Tenant"; FORTE CORPORATION, a Nevada corporation, is the guarantor under a Guaranty of Lease dated substantially concurrently herewith.
- 1.4 Premises.** That certain space described on Exhibit "A" attached hereto within the "Project" (as hereinafter defined). (Article 2)
- 1.5 Project.** The land and improvements at 430 N. Camden Drive, Beverly Hills, California consisting of retail space on the street level of a public parking garage.
- 1.6 Initial Term.** The term of this Lease shall end ten (10) years after the Term Commencement Date. (Section 3.1)
- 1.7 Term Commencement Date; Rent Commencement Date.** The Term Commencement Date shall be the date that is one (1) calendar month after the Effective Date. The Rent Commencement Date shall be the date that is six (6) calendar months after the Term Commencement Date. (Sections 3.1 and 5.1)
- 1.8 Options to Extend.** Two (2) option terms of five (5) years each. (Article 3)
- 1.9 Base Rent.** Subject to adjustment pursuant to Section 5.7.

Period After Term Commencement Date	Monthly Rent
Months 7-24	\$28,065.00
Months 25-36	\$28,906.95
Months 37-48	\$29,774.16
Months 49-60	\$30,667.38
Months 61-72	\$31,587.40

Months 73-84	\$32,535.03
Months 85-96	\$33,511.08
Months 97-108	\$34,516.41
Months 109-120	\$35,551.90
First Five Year Option Term	fair market rent per Section 5.2
Second Five Year Option Term	fair market rent per Section 5.2

Option term rent may include annual increases if so determined in the determination of fair market rent under Section 5.2.

Tenant shall pay the first month's Base Rent to Landlord on the date Tenant signs this Lease.

1.10 Parking. Subject to Section 10.4(a), Tenant shall have the right to lease sixteen (16) parking spaces on a non-exclusive basis (i.e., Tenant shall have the right to purchase twelve (12) parking passes at the standard charges imposed by Landlord from time to time) in the public parking garage at 440 North Camden Drive. Subject to Section 10.4(b), Tenant shall have the right to lease up to twelve (12) additional parking spaces in the parking lot off the alley behind the building containing the Premises ("Building").

1.11 Use of Premises. The Premises shall be used solely for the operation of a first-class sports-bar and restaurant.

1.12 Security Deposit. Eighty-Four Thousand One Hundred Ninety-Five and 00/100 Dollars (\$84,195.00). (Article 8)

1.13 Notices. (Section 20.2)

To Landlord: City of Beverly Hills
455 North Rexford Drive
Beverly Hills, California 90210
Attn: Director of Finance Administration

With a copy to: City of Beverly Hills
455 North Rexford Drive
Beverly Hills, California 90210
Attn: City Attorney

To Tenant: Beverly Hills Bar & Grill
At the Premises.

with a copy to: 9595 Wilshire Blvd., Suite 510
Beverly Hills, California 90210
Attn: Mark Anderson

1.14 Broker(s). None.

ARTICLE 2 PREMISES

2.1 Premises. Landlord leases to Tenant and Tenant leases from Landlord, for the “Term” (as defined in Article 3) and upon the covenants and conditions set forth in this Lease, the premises described in Section 1.4 (“Premises”).

2.2 Reservation. Landlord reserves the right to use the exterior walls, floor, roof and plenum in, above and below the Premises for the repair, maintenance, use and replacement of pipes, ducts, utility lines and systems, structural elements serving the Project and for such other purposes as Landlord deems necessary.

ARTICLE 3 TERM

3.1 Term. The term of this Lease (“Term”) shall commence upon the Commencement Date, and shall end ten (10) years thereafter.

3.2 Extension Options. Provided that Tenant is not in default under this Lease beyond any applicable cure period at the time of exercise of an option to extend provided herein or at any time thereafter prior to the commencement of the applicable Option Term (as hereinafter defined), Tenant shall have the option to extend the Initial Term of this Lease for two (2) additional periods of sixty (60) months each (each such period being referred to herein as an “Option Term”) only by giving Landlord written notice no earlier than twelve (12) months and no later than six (6) months prior to the expiration of the then applicable Term. All of the terms, covenants, conditions, provisions and agreements applicable to the Initial Term shall be applicable to the Option Terms, except that the Base Rent payable during each Option Term shall be increased in accordance with Section 5.2 below. Time is of the essence with respect to Tenant’s exercise of the options to extend the Initial Term of this Lease provided herein. Tenant’s failure to strictly comply with the time requirements set forth herein shall cause the options provided herein to automatically cease and terminate and, in such event, this Lease shall terminate upon the expiration of the then applicable “Term” (as hereinafter defined). All references in this Lease to the “Term” shall be deemed to mean the Initial Term as extended by the Option Terms, as applicable. If Tenant subleases any portion of the Premises or assigns or otherwise transfers any interest under this Lease prior to the exercise of any Option, such options shall lapse.

ARTICLE 4 POSSESSION AND CONSTRUCTION

4.1 Delivery of Possession. Landlord shall deliver possession of the Premises to Tenant upon the Effective Date.

4.2 Tenant's Construction. Tenant shall diligently prosecute submission of each of the following to Landlord, and in all events shall deliver each of the following to Landlord prior to the commencement of Tenant's Work: (a) "Final Approved Plans" (as defined in Exhibit "B") (b) a copy of Tenant's building permit, if issued by such date; and (c) executed copies of policies of insurance or certificates thereof (as required under Article 12). Tenant shall diligently prosecute Tenant's Work to completion. Tenant shall deliver to Landlord a copy of the certificate of occupancy for the Premises issued by the appropriate governmental agency upon completion of Tenant's Work.

4.3 Condition of Premises. Tenant shall accept the Premises in their current "AS-IS" condition, without representation or warranty, express or implied.

ARTICLE 5 RENTAL

5.1 Rent. Tenant shall pay the Base Rent specified in Section 1.9 in monthly installments, in advance, on or before the first (1st) day of each month, without prior demand and without offset, abatement or deduction, commencing on the Rent Commencement Date as defined in Section 1.7. Should the Rent Commencement Date be a day other than the first (1st) day of a calendar month, then the monthly installment of Rent for the first partial month shall be prorated based on a 30 day month.

5.2 Adjustment to Rent. In the event Tenant exercises its right to extend the Term of this Lease, then effective on the first day of each Option Term, Base Rent shall be increased to the amount equal to the fair market rent of the Premises (meaning the fair market rent for the use of the Premises as a first class restaurant) as of the commencement of the applicable Option Term, as determined by Landlord, the amount of which Landlord shall notify Tenant of prior to the commencement of the applicable Option Term, provided, however, in no event shall the Base Rent, at the commencement of any such Option Term be less than the Base Rent in effect immediately prior to such Option Term. If Tenant objects to any of Landlord's determinations for either Option Term, Tenant shall, within fifteen (15) days after receipt of Landlord's notice, notify Landlord in writing of the reasons for Tenant's disagreement with Landlord's determination, whereupon Landlord and Tenant shall meet and attempt to resolve such disagreement. In the event that Landlord and Tenant are unable to agree within twenty (20) days following Tenant's notice, then the fair market Base Rent, shall be determined by an independent realtor in the manner provided below (but in no event shall the Base Rent decrease). Until the fair market determination is completed, Tenant shall continue to pay Base Rent and at the same rental rate as immediately preceding the commencement of the applicable Option Term. After such fair market determination is completed, Tenant shall promptly make payment to Landlord for any underpayments owing for prior months. The process for determining the fair market Base Rent, shall be as follows: An independent realtor with no less than ten (10) years of significant experience representing landlords and tenants in restaurant leasing transactions in Los Angeles County, California chosen by Landlord shall, in good faith, determine the fair market Base Rent, for the Premises based on comparable premises in the City of Beverly Hills leased to first-class restaurants ("First FMV Determination"), and shall forward the resulting fair market determination to Tenant. If the First FMV Determination is deemed unacceptable by Tenant, then Tenant shall so advise Landlord in writing within ten (10) business days after receipt of the

First FMV Determination and Tenant shall have the right to engage an independent realtor with no less than ten (10) years of significant experience representing landlords and tenants in restaurant leasing transactions in Los Angeles County, California to determine, in good faith, the fair market Base Rent for the Premises based on comparable premises in the City of Beverly Hills leased to first-class restaurants (“Second FMV Determination”), and the resulting fair market determinations shall be forwarded to Landlord. In the event Landlord shall deem the Second FMV Determination to be unacceptable, then Landlord shall advise Tenant within ten (10) business days after receipt of the Second FMV Determination, and the first independent realtor and second independent realtor shall together choose a third independent realtor with no less than ten (10) years of significant experience representing landlords and tenants in restaurant leasing transactions in Los Angeles County, California who shall similarly determine the fair market Base Rent for the Premises (“Third FMV Determination”) and forward the resulting fair market determination to Landlord and Tenant. The cost of the First FMV Determination shall be borne by Landlord. The cost of the Second FMV Determination shall be borne by Tenant. The cost of the Third FMV Determination shall be shared equally between Landlord and Tenant. If the Third FMV Determination is greater than the highest fair market determination or lower than the lowest determination given by the first independent realtor and second independent realtor, then the Base Rent shall be the average of the First FMV Determination and the Second FMV Determination. If any such economic term in the Third FMV Determination is not greater than the highest fair market determination nor lower than the lowest fair market determination by the first independent realtor and second independent realtor, then the fair market value shall be the average of all three determinations.

As used herein, the term “fair market rent” shall not be based on any sublease rental rates and shall not include any reduction based on the absence of free rent periods, improvement allowances or other allowances or other so-called “landlord concessions” for new tenant, but may include annual increases in Base Rent if determined to be part of “fair market rent.” Tenant acknowledge that the allowance of moving costs and any obligation to pay any share of common area operating expenses is adequate consideration for this method of determining Base Rent for the Option Terms.

5.3 Additional Rent. Tenant shall pay, as “Additional Rent”, without offset, abatement or deduction, all sums required to be paid by Tenant to Landlord pursuant to this Lease in addition to Base Rent, and Landlord shall have the same rights and remedies for the nonpayment of Additional Rent as it has with respect to the nonpayment of Rent.

5.4 Late Payments. If Tenant fails to pay when the same is due any Base Rent or Additional Rent, the unpaid amounts shall bear interest at the Interest Rate, as defined in Section 20.6(d), from the date the unpaid amount was initially due, to and including the date of payment. In addition, if any installment of Base Rent or Additional Rent is not received by Landlord from Tenant within five (5) days after the date when due, Tenant shall immediately pay to Landlord a late charge equal to One Thousand Five Hundred Dollars (\$1,500.00). Landlord and Tenant agree that this late charge represents a reasonable estimate of the direct and indirect costs, expenses and damages Landlord will incur as a result of Tenant’s late payment (which damages would be impractical and extremely difficult to calculate accurately) and is therefor fair compensation to Landlord for its loss suffered by reason of late payment by Tenant.

5.5 Place of Payment. Tenant shall pay Base Rent and Additional Rent to Landlord at the first address for Landlord specified in Section 1.13, but with the addition of “Attn: Cashier”, or to such other address and/or person as Landlord may from time to time designate in writing to Tenant.

ARTICLE 6 TAXES

6.1 Real Property Taxes.

- (a) As used in this Lease, the term “Taxes” shall include any form of tax or assessment, license fee, license tax, possessory interest tax, tax or excise on rental, or any other levy, charge, expense or imposition imposed by any Federal, state, county or city authority having jurisdiction, or any political subdivision thereof, or any school, agricultural, lighting, drainage or other improvement or special assessment district on any interest of Landlord or Tenant in the Project. The term “Taxes” shall not include Landlord’s general income taxes, inheritance, estate or gift taxes.

Notwithstanding anything contained in this Lease to the contrary, Tenant acknowledges and agrees that for so long as Landlord’s interest in the Project is owned by the state or any local public entity or government, including without limitation a municipal corporation (collectively, a “Governmental Entity”), this Lease and Tenant’s interest hereunder may constitute a possessory interest subject to property taxation and as a result Tenant may be subject to the payment of real estate taxes levied on that interest (in which event, Tenant shall pay such taxes within thirty (30) days following billing from the applicable governmental authority, or, if such taxes are not separately assessed, then in accordance with the further provisions of this Article). In addition, for so long as the Landlord’s interest in the Project is owned by a Governmental Entity, the full cash value, as defined under applicable laws, of the possessory interest upon which real estate taxes may be based shall equal the greater of (A) the full cash value of the possessory interest, or (B) Tenant’s allocable share of the full cash value of the property that would have been taxed if the property had been subject to property tax upon acquisition by the Governmental Entity. Tenant agrees to forward Landlord a copy of its tax bill or possessory interest tax statement within thirty (30) days of its receipt.

- (b) If Landlord conveys the Project to a person or entity who is not a Governmental Entity, and whenever thereafter the Project is not owned by a Governmental Entity, Tenant shall pay to the then Landlord, as Additional Rent, from and after the Rent Commencement Date, a share of the Taxes described below. Taxes for any partial year shall be prorated. Landlord, at its option, may collect Tenant’s payment of its share of Taxes after the actual amount of Taxes are ascertained or in advance, monthly or quarterly, based upon estimated Taxes. If Landlord elects to collect Tenant’s share of Taxes based upon estimates, Tenant shall pay to Landlord, on a monthly basis an amount estimated by Landlord to be the monthly

Taxes payable by Tenant. Landlord may periodically adjust the estimated amount. If Landlord collects Taxes based upon estimated amounts, then following the end of each calendar year or, at Landlord's option, its fiscal year, Landlord shall furnish Tenant with a statement covering the year just expired showing the total Taxes for the Project for such year, the total Taxes payable by Tenant for such year, and the payments previously made by Tenant with respect to such year, as set forth above: If the actual Taxes payable for such year exceed Tenant's prior payments, Tenant shall pay to Landlord the deficiency within ten (10) days after its receipt of the statement. If Tenant's payments exceed the actual Taxes payable for that year, Tenant shall be entitled to offset the excess against the next payment(s) of Taxes and/or other Additional Rent that become due to Landlord; provided that Landlord shall refund to Tenant the amount of any overpayment for the last year of the Term. If the Premises and underlying realty are part of a larger parcel for assessment purposes or are within a multi-level building ("larger parcel"), Tenant's share of the Taxes shall be determined by multiplying all of the Taxes on the larger parcel, by a fraction, the numerator of which shall be the useable area of the Premises and the denominator of which is the useable area in the larger parcel.

6.2 Other Property Taxes. Tenant shall pay, prior to delinquency, all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation, trade fixtures, merchandise and other personal property in, on or upon the Premises. If any such items of property are assessed with property of Landlord, then the assessment shall be equitably divided by Landlord between Landlord and Tenant.

ARTICLE 7 SECURITY DEPOSIT

Concurrently with Tenant's execution of this Lease, Tenant shall deposit with Landlord the sum specified in Section 1.12 ("Security Deposit"), in cash, or Tenant shall deliver to Landlord a letter of credit in such amount and in a form and substance acceptable to Landlord issued by a financial institution approved by the Landlord, but any letter of credit must permit drawing in full if a renewal thereof is not received by Landlord at least 30 days prior to its expiry date (and if the letter of credit is not so drawn, the renewal letter of credit must be received prior to the expiration date of the preceding letter of credit), which shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term hereof. If a letter of credit is delivered, then Tenant must maintain the letter of credit (or renewal thereof) in effect until the date that is ninety (90) days after the expiration of the Term. If Tenant defaults with respect to any provision of this Lease, including, but not limited to the provisions relating to the payment of rent, Landlord may (but shall not be required to) use, apply or retain all or any part of this Security Deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of the Security Deposit is so used or applied Tenant shall, within 5 days after written demand therefor, deposit cash (or a letter of credit amendment, as applicable) with Landlord in an amount sufficient to restore the Security Deposit to its original

amount and Tenant's failure to do so shall be a default under this Lease. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on the Security Deposit. Tenant acknowledges that Landlord is in the process of reviewing Tenant's financial statements and other financial data which may necessitate changes to the amount of the Security Deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the Security Deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within 90 days following expiration of the Term. If Landlord transfers its interest in the Building, Landlord shall transfer the cash Security Deposit to Landlord's successor in interest (or Tenant shall cause a new letter of credit to be issued to the transferee, at Tenant's cost). TENANT HEREBY WAIVES THE PROVISIONS OF SECTION 1950.7 OF THE CALIFORNIA CIVIL CODE AND AGREES THAT THE FOREGOING PROVISIONS OF THIS SECTION 7 SHALL GOVERN LANDLORD'S USE AND RETURN OF THE SECURITY DEPOSIT.

ARTICLE 8 TENANT'S CONDUCT OF BUSINESS

8.1 Permitted Use. Tenant shall use the Premises solely for the use specified in Section 1.11 and for no other use or purpose. Tenant's operations shall not disturb other tenants or create a nuisance.

8.2 Covenant to Operate. From and after the date Tenant opens for business from the Premises, Tenant shall keep the entire Premises continuously open for business during no fewer than the following days and no less than the following hours: Monday through Friday from 11:30 a.m. to 11 p.m. and Saturday and Sunday from 5 p.m. to 10 p.m. Tenant shall have its exterior signs adequately illuminated continuously during at least those hours and days that the Premises are required to be open for business to the public.

8.3 Tenant's Signs. Tenant shall not affix upon the exterior (or interior windows or doors) of the Premises any sign, advertising placard, name, insignia, trademark, descriptive material or other like item (collectively, the "Exterior Signs"), unless the Exterior Signs: (i) comply with all governmental requirements, (ii) comply with any sign criteria hereafter established by Landlord for the Project from time to time, and (iii) are approved by Landlord, in its proprietary capacity. All of the Exterior Signs shall be erected by Tenant at its sole cost and expense, shall be professionally prepared, and Tenant shall maintain all of its Exterior Signs in good condition and repair during the Term.

8.4 Hours for Deliveries. All deliveries (exclusive of United Parcel Service, U.S. Postal Service, Federal Express or other similar overnight or express courier services), loading, unloading and services to the Premises shall be accomplished within the alley serving or adjacent to the Project.

ARTICLE 9 MAINTENANCE, REPAIRS AND ALTERATIONS

9.1 Landlord's Maintenance Obligations. Landlord shall maintain in good condition and repair the structural components and foundations, roofs and exterior surfaces of the exterior walls of all buildings (exclusive of doors, door frames, door checks, windows, window frames, storefronts and storefront awnings).

9.2 Landlord's Right of Entry. Landlord, its agents, contractors, servants and employees may enter the Premises following not less than twenty-four (24) hours prior written notice to Tenant (except in the event of an emergency, in which case no prior notice shall be required) and Landlord's good faith efforts to coordinate such entry with Tenant's on-site management so as to minimize interference with Tenant's business operations (except in a case of emergency): (a) to examine the Premises; (b) to perform any obligation or exercise any right or remedy of Landlord under this Lease; and (c) to perform work necessary to comply with laws, ordinances, rules or regulations of any public authority or of any insurance underwriter. If Landlord makes any repairs which Tenant is obligated to make pursuant to the terms of this Lease, Tenant shall pay the cost of such repairs to Landlord, as Additional Rent, promptly upon receipt of a bill from Landlord for same.

9.3 Tenant's Maintenance Obligations. Except for the portions and components of the Premises to be maintained by Landlord as set forth in Section 9.1, Tenant, at its expense, shall keep the Premises and all utility facilities and systems exclusively serving the Premises ("Tenant Utility Facilities") in first-class order, condition and repair; provided, however, that Tenant shall have no right to paint the exterior or interior of the windows or doors without Landlord's prior written consent. Tenant shall contract with a validly licensed service company for the regular (but not less frequently than quarterly) maintenance, repair and/or replacement (when necessary) of the heating, ventilating and air conditioning equipment serving the Premises (the "HVAC System") and shall provide Landlord with a copy of such license and the applicable service contract within ten (10) days following execution of the applicable service contract but no later than thirty (30) days following the opening of the restaurant.

9.4 Alterations. After initially opening the Premises for business, Tenant shall not make or cause to be made to the Premises or the Tenant Utility Facilities any addition, renovation, alteration, reconstruction or change (collectively, "Alterations") (i) costing in excess of Twenty-Five Thousand Dollars (\$25,000.00), (ii) affecting the exterior storefront, fire sprinkler systems, exterior walls, floor slab, or roof of the Premises, (iii) requiring or resulting in any penetration of the roof, demising walls or floor slab of the Premises or (iv) involving structural changes or additions, without first obtaining the written consent of Landlord. Tenant shall provide Landlord with not less than thirty (30) days' prior written notice of the commencement of any Alterations in the Premises and Landlord shall have the right to enter upon the Premises to post customary notices of non-responsibility with respect thereto. Subject to Section 21.4, all improvements to the Premises by Tenant including, but not limited to, light fixtures, floor coverings and partitions and other items comprising Tenant's Work pursuant to Exhibit "B", but excluding trade fixtures and signs, shall be deemed to be the property of Landlord upon installation thereof. Within thirty (30) days after the completion of any Alterations, Tenant shall deliver to Landlord a set of "as built" plans depicting the Alterations as actually constructed or installed. If Tenant shall make any permitted Alterations, Tenant shall carry "Builder's All Risk" insurance in an amount reasonably determined by Landlord covering the construction of such Alterations and such other insurance as Landlord may reasonably require. Any Alterations to the Premises which are

required by reason of any future law, ordinance, rule, regulation or order of any governmental authority having jurisdiction over the Premises or the Project, or any future change in any such existing law, ordinance, rule, regulation or order, and which does not pertain to the structural portions of the Project, shall be at the sole cost of Tenant.

ARTICLE 10 COMMON AREA AND PARKING

10.1 Definition of Common Area. The term “Common Area”, as used in this Lease, shall mean all areas within the exterior boundaries of the Project, now or later made available for the general use of Landlord, other persons entitled to occupy space in the Project, and the public. Tenant understands and acknowledges that, although included within the definition of “Common Area” herein, the parking structure and facilities for the Project may, at Landlord’s sole and absolute option and in accordance with applicable laws and governmental requirements, be available and open to the general public for parking.

10.2 Use of Common Area. The use and occupancy by Tenant of the Premises shall include the non-exclusive use of the Common Area (except those portions of the Common Area on which have been constructed or placed permanent or temporary kiosks, displays, carts and stands and except areas used in the maintenance or operation of the Project) in common with Landlord, the other tenants of the Project and their customers and invitees, and the public, subject to reasonable and nondiscriminatorily enforced rules and regulations concerning the use of the Common Area established by Landlord from time to time.

10.3 Control of and Changes to Common Area. Landlord shall have the sole and exclusive control of the Common Area, and the right to make changes to the Common Area. Landlord’s rights shall include, but not be limited to, the right to (a) utilize from time to time any portion of the Common Area for promotional, entertainment and related matters; (b) place permanent or temporary kiosks, displays, carts and stands in the Common Area and to lease same to tenants; (c) restrain the use of the Common Area by unauthorized persons; (d) temporarily close any portion of the Common Area for repairs, improvements or Alterations, to discourage non-customer use, to prevent dedication or an easement by prescription or for any other reason deemed sufficient in Landlord’s reasonable judgment; and (e) renovate, upgrade or change the shape and size of the Common Area or add, eliminate or change the location of improvements to the Common Area including, without limitation, buildings, parking areas, roadways and curb cuts, and to construct buildings on the Common Area. Landlord, at any time, may change the shape, size, location, number and extent of the improvements on the Project, eliminate, add or relocate any improvements to any portion of the Project, and may add land to and/or withdraw land from the Project.

10.4 Parking.

- (a) Tenant understands and acknowledges that the parking structure and facilities at 440 North Camden Drive serving the Project (the “Parking Facilities”) are currently intended to be utilized, and shall at all times (in Landlord’s sole and absolute discretion) be available and used as a public parking facility. Landlord shall maintain the Parking Facilities in good condition and repair. Tenant’s

customers shall have the right to park up to sixteen (16) cars in the Parking Facilities at the prevailing rates charged by Landlord for use of the Parking Facilities from time to time. Landlord shall have the right, in Landlord's sole and absolute discretion, to modify or increase the charges for use of the Parking Facilities from time to time.

- (b) Tenant shall have the right to lease up to twelve (12) parking spaces in the parking lot off the alley behind the Parking Structure on the terms and conditions of Landlord's standard form parking permit agreement, as such agreement may be changed from time to time by Landlord. Tenant shall pay monthly fees for the parking spaces off the alley equal to the standard monthly fees charged by Landlord from time to time for spaces in the Parking Facilities. The monthly fees for the parking spaces shall be payable concurrently with the rent under this Lease, and shall be deemed additional rent.

The Landlord shall not be obligated to ensure that other vehicles do not park in the parking spaces. Tenant may reasonably enforce its rights to use the parking spaces off the alley and, in connection therewith, but subject to applicable laws and Landlord's written approval under this Lease, Tenant may mark the twelve (12) spaces off the alley or install signs regarding the use of such spaces, all at Tenant's sole cost and expense; however, in enforcing Tenant's rights to use the parking spaces off the alley, Tenant shall comply with all applicable laws and shall defend, indemnify and hold Landlord harmless from and against any and all claims, losses, liabilities, costs and expenses (including without limitation, attorneys' fees and costs) resulting directly or indirectly, in whole or in part, from such enforcement.

ARTICLE 11 TRANSFER OF LIQUOR LICENSE

Landlord and Tenant shall fully cooperate with each other in connection with Tenant's acquisition of License No. 460829 issued by the California Department of Alcoholic Beverages to Beverly Hills Event Center Inc. with respect to the Premises (the "Liquor License"). Tenant shall promptly execute and deliver all forms, instructions and documents respected in good faith by Landlord in connection with the transfer of the Liquor License. Landlord and Tenant will use good faith efforts to cause the Liquor License to be transferred to Tenant as soon as reasonably possible after the execution of this Lease. The consideration to be paid by Tenant for the Liquor License shall be Forty Thousand Dollars (\$40,000), which the parties hereby stipulate and agree is a fair market price for the Liquor License, and shall be paid directly to Landlord as a condition to the closing of the Liquor License transfer and within five (5) days after written demand from Landlord. Tenant shall also pay any and all applicable and reasonable transfer fees and escrow charges not paid by the current holder of the license. The escrow for the transfer has been established at Heritage Bank of Commerce in San Jose, California.

ARTICLE 12 INSURANCE

12.1 Tenant's Insurance. Tenant, at its sole cost and expense, commencing on the date Tenant is given access to the Premises, and continuing during the Term, shall procure, pay for and thereafter keep in full force and effect the following types of insurance, in at least the amounts and in the forms specified below:

- (a) Comprehensive or commercial general liability insurance with coverage limits of not less than Three Million Dollars (\$3,000,000.00) for combined single limit for bodily injury, personal injury, death and property damage liability per occurrence or the limit carried by Tenant, whichever is greater, insuring against any and all liability of the insureds with respect to the Premises or arising out of the maintenance, use or occupancy of the Premises or related to the exercise of any rights of Tenant pursuant to this Lease, subject to increases in amount as Landlord may reasonably require from time to time. All such liability insurance shall specifically insure the performance by Tenant of the indemnity agreement as to liability for injury to or death of persons and injury or damage to property set forth in Section 12.4. Further, all such liability insurance shall include, but not be limited to, personal injury, blanket contractual, cross-liability and severability of interest clauses, broad form property damage, independent contractors, owned, non-owned and hired vehicles and, if alcoholic beverages are served, sold, consumed or obtained in the Premises, liquor law liability.
- (b) Worker's compensation coverage in an amount adequate to comply with law, and employer's liability coverage with a limit of not less than One Million Dollars (\$1,000,000.00).
- (c) Plate glass insurance covering all plate glass on the Premises at full replacement value. Tenant shall have the option either to insure this risk or to self-insure.
- (d) Insurance covering all of Tenant's Work, Tenant's leasehold improvements and Alterations, in an amount not less than their full replacement value from time to time, including replacement cost endorsement, providing protection against any peril included within the classification Fire and Extended Coverage, sprinkler damage, vandalism, malicious mischief, and such other additional perils as covered in an "all risks" standard insurance policy. Any policy proceeds shall be used for the repair or replacement of the property damaged or destroyed unless this Lease shall cease and terminate under the provisions of Article 13.

12.2 Policy Form and Evidence of Insurance. All policies of insurance required of Tenant herein shall be issued by insurance companies with a general policy holder's rating of not less than "A" and a financial rating of not less than Class X, as rated in the most current available "Best's Key Rating Guide", and which are qualified to do business in the State of California. All such policies, except for the Workers' Compensation coverage, shall name and shall be for the mutual and joint benefit and protection of Landlord, Tenant and Landlord's agents and mortgagee(s) or beneficiary(ies) as additional insureds. The policies described in subparagraphs (c) and (d) of Section 12.1 shall also name Landlord and Landlord's mortgagee(s) or beneficiary(ies) as loss payees, and Landlord shall furnish to Tenant the names and addresses of such mortgagee(s) and beneficiary(ies). Executed copies of the policies of insurance or

certificates thereof shall be delivered to Landlord prior to Tenant, its agents or employees entering the Premises for any purpose. Thereafter, executed copies of renewal policies or certificates thereof shall be delivered to Landlord within thirty (30) days prior to the expiration of the term of each policy. All policies of insurance delivered to Landlord must contain a provision that the company writing the policy will give to Landlord thirty (30) days' prior written notice of any cancellation or lapse or the effective date of any reduction in the amounts of insurance. All policies required of Tenant herein shall be endorsed to read that such policies are primary policies and any insurance carried by Landlord or Landlord's property manager shall be noncontributing with such policies.

12.3 Blanket Policies. Notwithstanding anything to the contrary contained in this Article 12, Tenant's obligation to carry insurance may be satisfied by coverage under a so-called blanket policy or policies of insurance; provided, however, that the coverage afforded Landlord will not be reduced or diminished and the requirements set forth in this Lease are otherwise satisfied by such blanket policy or policies.

12.4 Indemnity. "Landlord" for the purposes of this Section shall mean and include Landlord and Landlord's directors, officers, shareholders, agents and employees. To the fullest extent permitted by law, Tenant covenants with Landlord that Landlord shall not be liable for any damage or liability of any kind or for any injury to or death of persons or damage to property of Tenant or any other person from any cause whatsoever related to the use, occupancy or enjoyment of the Premises by Tenant or any person thereon or holding under Tenant except for claims arising from Landlord's active negligence or willful misconduct. Tenant shall pay for, defend (with an attorney approved by Landlord), indemnify, and save Landlord harmless against and from any real or alleged damage or injury and from all claims, judgments, liabilities, costs and expenses, including attorney's fees and costs, arising out of or connected with Tenant's use of the Premises and its facilities, or any repairs, Alterations or improvements (including original improvements and fixtures specified as Tenant's Work) which Tenant may make or cause to be made upon the Premises, any breach of this Lease by Tenant and any loss or interruption of business or loss of rental income resulting from any of the foregoing (except as hereinafter set forth in this sentence); provided, however (and though Tenant shall in all cases accept any tender of defense of any action or proceeding in which Landlord is named or made a party and shall, notwithstanding any allegations of negligence or misconduct on the part of Landlord, defend Landlord as provided herein), Tenant shall not be liable for such damage or injury to the extent and in the proportion that the same is ultimately determined to be attributable to the negligence or misconduct of Landlord, and Landlord shall pay for, defend, indemnify, and save Tenant harmless against and from any and all claims, judgments, liabilities, costs and expenses, including attorneys' fees and costs, resulting from any such damage or injury. The obligations to indemnify set forth in this Section shall include all attorneys' fees, litigation costs, investigation costs and court costs and all other costs, expenses and liabilities incurred by the indemnified party from the first notice that any claim or demand is to be made or may be made. All obligations under this Section shall survive the expiration or termination of this Lease.

12.5 Waivers of Subrogation. Landlord and Tenant each waive any rights each may have against the other on account of any loss or damage occasioned to Landlord or Tenant, as the case may be, their respective property, the Premises or its contents, or to other portions of the Project arising from any liability, loss, damage or injury caused by fire or other casualty for which

property insurance is carried or required to be carried pursuant to this Lease. The insurance policies obtained by Landlord and Tenant pursuant to this Lease shall contain endorsements waiving any right of subrogation which the insurer may otherwise have against the non-insuring party. If Landlord has contracted with a third party for the management of the Project, the waiver of subrogation by Tenant herein shall also run in favor of such third party.

12.6 Failure by Tenant to Maintain Insurance. If Tenant refuses or neglects to secure and maintain insurance policies complying with the provisions of this Article 12, or to provide copies of policies or certificates or copies of renewal policies or certificates within the time provided in Section 12.2, Landlord may, after providing written notice to Tenant of its intention to do so, secure the appropriate insurance policies and Tenant shall pay, upon thirty (30) days following demand, the cost of same to Landlord, as Additional Rent.

ARTICLE 13 DAMAGE

13.1 Insured Casualty. In the case of damage by fire or other perils covered by the insurance specified in Article 12, the following provisions shall apply:

- (a) Within a period of sixty (60) days after all applicable permits have been obtained (which permits Landlord shall promptly apply for and diligently seek), Landlord shall commence such repair, reconstruction and restoration of the Premises as Landlord, in its reasonable business judgment, deems necessary, and shall diligently prosecute the same to completion; provided, however, that Tenant, at its cost, shall repair and restore all items of Tenant's Work and replace its stock in trade, trade fixtures, furniture, furnishings and equipment. Tenant shall commence this work promptly upon delivery of possession of the Premises to Tenant and shall diligently prosecute same to completion.
- (b) Notwithstanding the foregoing, if (i) the destruction occurs during the last two (2) years of the Term, Landlord and Tenant shall each have the right to terminate this Lease, and (ii) the destruction occurs prior to the last two (2) years of the Term, regardless of the estimated repair or restoration time, Landlord shall have the right to terminate this Lease. In each case, the termination right shall be exercised by the terminating party giving written notice to the other party within thirty (30) days after the date of destruction. If Landlord terminates this Lease pursuant to (i) above, then Landlord shall be entitled to retain any insurance proceeds payable by reason of such destruction; provided, however, Tenant shall have the right to receive any insurance proceeds from insurance maintained by Tenant which are paid for the unamortized value of any leasehold improvements made to the Premises and paid for by Tenant.
- (c) Notwithstanding anything to the contrary contained herein, if Tenant is unable to reasonably operate its business from the Premises for the use specifically permitted under this Lease as a result of a casualty at the Premises and Landlord does not repair or restore the Premises within one (1) year after the date of such casualty and the damage was not covered by Tenant or its agents, employees or

contractors, then Tenant shall have the right to terminate this Lease by delivering a written termination notice to Landlord, which termination notice shall be delivered to Landlord within thirty (30) days after the expiration of such one (1) year period but before the substantial completion of the restoration work by Landlord.

- (d) Notwithstanding anything to the contrary contained in this Lease, if, prior to the commencement of any repair or restoration work by Landlord, it is estimated (which estimate shall be delivered to both Landlord and Tenant in a written notice) by an independent and reputable contractor mutually selected by the parties that the damage to the Premises cannot reasonably be completed within one (1) year after the date of damage, then each party shall have the right to terminate the Lease within thirty (30) days after receiving such written estimate provided that such party (and its agents, employees and contractors) did not cause the damage.

13.2 Uninsured Casualty. If the Premises or the Project is damaged as a result of any casualty not covered by the insurance specified in Article 12, Landlord, within ninety (90) days following the date of such damage, shall commence repair, reconstruction or restoration of the Premises to the extent provided herein and shall diligently prosecute the same to completion, or Landlord may elect within said ninety (90) days not to so repair, reconstruct or restore the damaged property, in which event, at Landlord's option, this Lease shall cease and terminate upon the expiration of such ninety (90) day period. In the event Landlord elects to restore the Premises, Tenant shall have the same repair, restoration and replacement obligations it has pursuant to Section 13.1(a). Notwithstanding the foregoing, if Tenant is unable to reasonably operate its business from the Premises for the use specifically permitted under this Lease as a result of an uninsured casualty at the Premises and Landlord has elected to restore the Premises but Landlord has not substantially completed such repair or restoration of the Premises within one (1) year after the date of such casualty, then provided neither Tenant nor its agents, employees or contractors caused the damage, Tenant shall have the right to terminate this Lease by delivering a written termination notice to Landlord, which termination notice shall be delivered to Landlord within thirty (30) days after the expiration of such one (1) year period but before the substantial completion of the restoration work by Landlord. Notwithstanding anything to the contrary contained in this Lease, if, prior to the commencement of any repair or restoration work by Landlord, it is estimated (which estimate shall be delivered simultaneously to both Landlord and Tenant in a written notice) by an independent and reputable contractor mutually selected by the parties that the damage to the Premises cannot reasonably be completed within one (1) year after the date of damage, then Tenant and Landlord shall each have the right to terminate the Lease within thirty (30) days after receiving such written estimate.

13.3 Distribution of Proceeds. In the event of the termination of this Lease pursuant to this Article 13, all proceeds from the Fire and Extended Coverage insurance carried pursuant to Article 12 and all insurance covering Tenant's Work and Tenant's leasehold improvements, but excluding proceeds for trade fixtures, merchandise, signs and other personal property, shall be disbursed and paid to Landlord; provided, however, Tenant shall have the right to receive any insurance proceeds from insurance maintained by Tenant which proceeds are paid for the unamortized value of any leasehold improvements made to the Premises and paid for by Tenant.

13.4 Abatement. In the event of repair, reconstruction and restoration, as provided in this Article 13, the Base Rent and Additional Rent payable hereunder shall be thereafter abated proportionately with the degree to which Tenant's use of the Premises is impaired during the remainder of the period of repair, reconstruction and restoration provided neither Tenant nor its agents, employees or contractors caused the damage. Tenant shall continue the operation of its business on the Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management. Tenant shall not be entitled to any compensation or damages from Landlord for loss of use of the whole or any part of the Premises or the building of which the Premises are a part, Tenant's personal property or any inconvenience or annoyance occasioned by such damage, repair, reconstruction or restoration, except to the extent (a) such damage or loss is caused by the negligence or gross misconduct of Landlord, and (b) Tenant has not waived compensation, claims, liabilities or other obligations for such damage or loss pursuant to Section 12.5 above.

13.5 Waiver of Termination. Tenant waives any statutory rights of termination which may arise by reason of any partial or total destruction of the Premises.

ARTICLE 14 EMINENT DOMAIN

14.1 Taking. The term "Taking", as used in this Article 14, shall mean an appropriation or taking under the power of eminent domain by any public or quasi-public authority or a voluntary sale or conveyance in lieu of condemnation but under threat of condemnation.

14.2 Total Taking. In the event of a Taking of the entire Premises or the entire Common Area, this Lease shall terminate and expire as of the date possession is delivered to the condemning authority and Landlord and Tenant shall each be released from any liability accruing pursuant to this Lease after the date of such termination.

14.3 Partial Taking. If there is a Taking of a material portion of the Premises or the Common Area and, regardless of the amount taken, the Premises is not, in Tenant's sole but reasonable business judgment, suitable for the continued operation of Tenant's business, then Tenant may terminate this Lease, upon giving notice in writing of such election to Landlord within thirty (30) days after receipt by Tenant from Landlord of written notice that a portion of the Premises and/or the Common Area has been so appropriated or taken. In each case, the termination of this Lease shall be effective as of the date Tenant is required to vacate all or a portion of the Premises and/or the Common Area.

14.4 Award. The entire award or compensation in any such condemnation proceeding, whether for a total or partial Taking, or for diminution in the value of the leasehold or for the fee, shall belong to and be the property of Landlord. Without derogating the rights of Landlord under the preceding sentence, Tenant shall be entitled to recover from the condemning authority such compensation as may be separately awarded by the condemning authority to Tenant or recoverable from the condemning authority by Tenant in its own right and separately allocated to the taking of trade fixtures and equipment owned by Tenant, the expense of removing and relocating Tenant's trade fixtures and equipment, interruption or damage to Tenants' business,

the value of Tenant's leasehold estate, or the unamortized cost of Tenant improvements paid for by Tenant.

14.5 Continuation of Lease. In the event of a Taking, if Landlord and Tenant elect not to terminate this Lease as provided above (or have no right to so terminate), Landlord agrees, at Landlord's cost and expense as soon as reasonably possible after the Taking, to restore the Premises and/or the Common Area necessary for Tenant to reasonably operate from the Premises (to the extent of the condemnation proceeds) on the land remaining to a complete unit of like quality and character as existed prior to the Taking and, thereafter, Base Rent and Additional Rent payable by Tenant hereunder shall be reduced on an equitable basis, taking into account the relative value of the portion taken as compared to the portion remaining, and Landlord shall be entitled to receive the total award or compensation in such proceedings.

ARTICLE 15 ASSIGNMENT AND SUBLETTING

15.1 Landlord's Consent Required. Tenant shall not assign, sublet, enter into franchise, license or concession agreements, change ownership or voting control, mortgage, encumber, pledge, hypothecate or otherwise transfer (including any transfer by operation of law, but excluding Permitted Transfers) all or any part of this Lease or Tenant's interest in the Premises (collectively "Transfer") without first procuring the written consent of Landlord, in its sole and absolute discretion. A sale of fifty percent (50%) or more of the ownership interests in Tenant, whether in one transaction or a related series of transactions, shall constitute an assignment of this Lease.

15.2 Procedures. Should Tenant desire to enter into a Transfer, Tenant shall request, in writing, Landlord's consent to the proposed Transfer at least sixty (60) days before the intended effective date of the proposed Transfer, which request shall include any information reasonably requested by Landlord to evaluate the proposed Transfer. Within thirty (30) days after receipt of Tenant's request for consent to the proposed Transfer together with all of the above-required information, Landlord shall respond and shall have the right either to: (i) consent to the proposed Transfer; (ii) refuse to consent to the proposed Transfer; or (iii) terminate this Lease, such termination to be effective thirty (30) days after Tenant's receipt of Landlord's notice electing to so terminate and the parties shall have no further obligations under this Lease except those accruing as of or prior to the effective date of such termination; provided, however, if Landlord elects to terminate this Lease as a result of such Tenant's Transfer request, Tenant shall have the right to rescind its Transfer request within ten (10) days after Landlord's written notice of termination, in which event this Lease shall not terminate. If Landlord shall exercise its termination right hereunder, Landlord shall have the right to enter into a lease or other occupancy agreement directly with the proposed Transferee, and Tenant shall have no right to any of the rents or other consideration payable by such proposed Transferee under such other lease or occupancy agreement. A consent to one (1) Transfer by Landlord shall not be deemed to be a consent to any subsequent Transfer to any other party.

15.3 Standard for Consent. For purposes of Landlord's consent after an Event of Default by Tenant and Landlord's election to keep this Lease in effect, Tenant agrees that Landlord may refuse its consent to the proposed transfer on any reasonable grounds, and (by way of example

and without limitation) Tenant agrees that it shall be reasonable for Landlord to withhold its consent if any of the following situations exist or may exist: (a) the proposed Assignee proposes to change the use of the Premises from the permitted use pursuant to Section 8.1, and the new proposed use of the Premises (i) is not for the operation of a first-class restaurant; or (ii) is a use which would breach any exclusive use rights granted in writing to another tenant in the Project; (b) in Landlord's reasonable opinion, is inconsistent with the tenant mix in the Project; (c) the proposed transferee's financial condition, net worth or liquidity is less than the financial condition, net worth or liquidity of Tenant as of the date of the request for transfer or is inadequate to support all of the financial and other obligations of Tenant under this Lease; (d) the business reputation or character of the proposed transferee is not reasonably acceptable to Landlord; or (e) the proposed transferee is not likely to conduct on the Premises a business of a quality substantially equal to that conducted by Tenant.

15.4 No Release; Form. No Transfer whether with or without Landlord's consent, shall relieve Tenant from its covenants and obligations under this Lease. Any Transfer shall be evidenced by an instrument in form and content satisfactory to Landlord and executed by Tenant and the Transferee.

15.5 Fees. Tenant shall pay to Landlord, as Additional Rent, concurrently with any request for consent pursuant to Section 15.2, a non-refundable fee of One Thousand Dollars (\$1,000.00) as payment to Landlord for its review and processing of the request.

15.6 Transfer Rent. If Tenant shall enter into a Transfer hereunder (other than a Permitted Transfer), Tenant shall pay to Landlord fifty percent (50%) of any "Transfer Premium" (as hereinafter defined). In the event of a subletting, "Transfer Premium" shall mean all rent, additional rent or other consideration payable by such subtenant to Tenant or on behalf of Tenant in connection with the subletting in excess of the rent, additional rent and other sums payable by Tenant under this Lease during the term of the sublease on a per square foot basis if less than all of the Premises is subleased, less the following costs actually incurred and paid by Tenant to secure the sublease to the extent they are reasonable: (i) improvement allowances; (ii) broker's commissions; and (iii) attorneys' fees and costs ("Transfer Expenses"). In the event of any Transfer other than a subletting, "Transfer Premium" shall mean any consideration paid by the assignee to Tenant in connection with such Transfer which Landlord reasonably determines is allocable to the leasehold value of this Lease, less such Transfer Expenses. If part of the transfer premium shall be payable by the Transferee or subtenant other than in cash, then Landlord's share of such non-cash consideration shall be in such form as is reasonably satisfactory to Landlord. Tenant may recover its Transfer Expenses prior to paying any Transfer Premiums to Landlord provided Tenant shall have first provided Landlord with reasonable written evidence of the Transfer Expenses actually paid by Tenant.

ARTICLE 16 DEFAULTS

16.1 Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" by Tenant under this Lease:

- (i) failure to pay the Base Rent or any Additional Rent within five (5) days after written notice from Landlord to Tenant;
- (ii) failure to perform any other of the promises, covenants or agreements of Tenant contained in this Lease for more than thirty (30) days after written notice from Landlord (provided, however, if the default cannot be rectified or cured within such thirty (30) day period, the default shall be deemed to be rectified or cured if Tenant, within such thirty (30) day period, shall have commenced to rectify or cure the default and shall thereafter diligently and continuously prosecute same to completion);
- (iii) failure of Tenant to obtain any permit required by law for any dancing or special event;
- (iv) failure to maintain the insurance required of Tenant under this Lease;
- (v) an assignment or subletting by Tenant without Landlord's prior written consent when such consent is required by this Lease.

16.2 Landlord Remedies. Any notice required to be given by Landlord above shall be in lieu of, and not in addition to, any notice required under Section 1161 of the Code of Civil Procedure of California or any similar, superseding statute. Upon the occurrence of an Event of Default by Tenant, Landlord may elect: (a) to declare the Term ended and to re-enter and take possession of the Premises and remove all persons therefrom, or (b) without declaring this Lease terminated and without terminating Tenant's right to possession, to re-enter the Premises and occupy the whole or any part for and on account of Tenant and to collect any unpaid rentals and other charges which have become payable or which may thereafter become payable, or (c) even though it may have re-entered the Premises as provided in clause (b) above, to thereafter elect to terminate this Lease and all of the rights of Tenant in or to the Premises. Without limiting the foregoing, Landlord shall have the right to exercise all or any of the rights and remedies afforded Landlord by California law including, but not limited to, the remedies provided under California Civil Code Sections 1951.2 or 1951.4. Pursuant to California Civil Code Section 1951.2, the damages Landlord may recover against Tenant include, but are not limited to, the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award, exceeds the amount of such rental loss for the same period that the Tenant proves could be reasonably avoided. Pursuant to California Civil Code Section 1951.4, Landlord may continue this Lease in effect after Tenant's breach of this Lease and abandonment of the Premises and recover rent as it becomes due, if Tenant has the right to sublet the Premises or assign this Lease, subject only to reasonable limitations. Landlord hereby agrees that in the event Landlord elects the remedy under California Civil Code Section 1951.4, Landlord will not unreasonably withhold its consent to assignment and subletting by Tenant.

16.3 Default by Landlord. Landlord shall not be in default hereunder unless Landlord fails to perform the obligations required of Landlord within thirty (30) days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences

performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. Notwithstanding any contrary provision contained in this Lease, Landlord shall not be liable under any circumstances for any indirect or consequential damages or any injury or damage to, or interference with, Tenant's business, including, but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use; provided, that the foregoing is not intended to be a waiver by Tenant of any rights it may have to condemnation awards in the event of a condemnation by Landlord of Tenant's interest under this Lease or Tenant's business.

**ARTICLE 17
SUBORDINATION, ATTORNMEN AND ESTOPPEL CERTIFICATES**

17.1 Subordination. Upon written request of Landlord, Landlord's mortgagee, or the beneficiary of a deed of trust of Landlord or a lessor of Landlord, Tenant will subordinate its rights pursuant to this Lease in writing to the lien of any mortgage, deed of trust or the interest of any lease in which Landlord is the lessee and to all advances made or hereafter to be made upon the security thereof.

17.2 Attornment. In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by Landlord encumbering the Premises, or should a lease in which Landlord is the lessee be terminated, Tenant shall upon the request of the purchaser or lessor attorn to the purchaser or lessor under such lease upon any foreclosure, sale or lease termination and recognize the purchaser or lessor as Landlord under this Lease, provided that the purchaser or lessor shall acquire and accept the Premises subject to this Lease.

17.3 Estoppel Certificates. Tenant agrees, upon not less than ten (10) days prior notice by Landlord, to execute, acknowledge and deliver to Landlord, a statement in writing in such form as may reasonably be required by Landlord or Landlord's beneficiary or transferee ("Tenant's Certificate").

**ARTICLE 18
MATTERS OF RECORD**

Tenant agrees that it and all persons in possession or holding under it will conform to and will not violate the terms of any covenants, conditions, restrictions, and easements currently of record.

**ARTICLE 19
UTILITIES**

Tenant shall pay directly to the appropriate utility company all charges for utility services supplied to Tenant for which there is a separate meter and/or submeter to the Premises. Tenant agrees to pay to Landlord its share of all charges for utility services supplied to the Premises for which there is no separate meter or submeter upon billing by Landlord of Tenant's share, as reasonably determined by Landlord based upon estimated actual usage. Regardless of the entity which supplies any of the utility services, Landlord shall not be liable in damages for any failure or interruption of any utility or service. No failure or interruption of any utility or service shall

entitle Tenant to terminate this Lease or discontinue making payments of Base Rent or Additional Rent.

ARTICLE 20 MISCELLANEOUS

20.1 Hazardous Materials. During the Term of this Lease, and during any construction work performed by or at the request of Tenant, Tenant, at its sole cost and expense, shall comply with all laws relating to the storage, use, handling and disposal of hazardous, toxic or radioactive matter released on or into the Premises by anyone other than Landlord or Landlord's contractors, including, without limitation, those materials identified in Sections 66680 and 66685 of Title 22 of the California Administrative Code, Division 4, Chapter 30 ("Title 22"), as amended from time to time (collectively, "Hazardous Materials"). Tenant shall notify Landlord and provide to Landlord a copy or copies of any environmental entitlements or inquiries related to the Premises. The clean-up and disposal of any Hazardous Materials located or released onto or about the Project by Tenant or its agents, contractors or employees shall be performed by Tenant at Tenant's sole cost and expense and shall be performed in accordance with all applicable laws, rules, regulations and ordinances, pursuant to a site assessment and removal/remediation plan prepared by a licensed and qualified geotechnical engineer and submitted to and approved in writing by Landlord prior to the commencement of any work. The foregoing notwithstanding, Landlord in Landlord's sole and absolute discretion may elect, by written notice to Tenant, to perform the clean-up and disposal of such Hazardous Materials from the Premises and/or the Project. In such event, Tenant shall pay to Landlord the actual cost of same upon receipt from Landlord of Landlord's written invoice therefor. Notwithstanding any other term or provision of this Lease, Tenant shall permit Landlord or Landlord's agents or employees to enter the Premises at any time, upon reasonable notice, to inspect, monitor and/or take emergency or long-term remedial action with respect to Hazardous Materials on or affecting the Premises or to discharge Tenant's obligations hereunder with respect to such Hazardous Materials when Tenant has failed, after demand by Landlord, to do so. All costs and expenses incurred by Landlord in connection with performing Tenant's obligations hereunder shall be reimbursed by Tenant to Landlord within thirty (30) days of Tenant's receipt of written request therefor.

Landlord shall be responsible for, and shall indemnify, defend, and hold Tenant harmless from any Hazardous Materials existing at the Premises prior to the Effective Date of which Tenant has no knowledge and could not reasonably have discovered by the exercise of reasonable diligence in inspecting the Premises prior to the Effective Date.

Tenant shall defend, indemnify, and hold Landlord harmless from and against any and all claims, liabilities, losses, costs, and expenses (including, without limitation reasonable attorneys' fees) incurred or suffered by Landlord as a result of Tenant's or its invitees', licensees', contractors', agents' or employees' storage, use, handling, disposal or release of Hazardous Materials in or about the Premises or the Project.

20.2 Notices. Every notice, demand or request (collectively "Notice") required hereunder or by law to be given by either party to the other shall be in writing. Notices shall be given by personal service or by United States certified or registered mail, postage prepaid, return receipt requested, or by telegram, mailgram or same-day or overnight private courier, addressed to the

party to be served at the address indicated in Section 1.13 or such other address as the party to be served may from time to time designate in a Notice to the other party. Copies of any Notice shall be sent to the addresses, if any, designated for service of copies of Notices in Section 1.13.

20.3 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes (except financial) beyond the reasonable control of the party obligated to perform, shall excuse the performance by that party for a period equal to the prevention, delay or stoppage; however, this Section shall not be applied to delay the payment by Tenant of payments required of Tenant under this Lease.

20.4 Termination and Holding Over. Upon the expiration or earlier termination of the Term, Tenant shall peaceably and quietly surrender the Premises broom-clean, reasonable wear and tear and any damage to the Premises which Tenant is not required to repair pursuant to Article 14 or Article 15 excepted. Subject to the foregoing, Tenant shall remove from the Premises all of Tenant's trade fixtures, furniture, equipment, signs, improvements, additions and Alterations, and immediately repair any damage occasioned to the Premises by reason of such removal so as to leave the Premises in a neat and clean condition. Should Tenant hold over in the Premises beyond the expiration or earlier termination of this Lease, the holding over shall not constitute a renewal or extension of this Lease or give Tenant any rights under this Lease. In such event, Landlord may, in its sole discretion, treat Tenant as a tenant at will, subject to all of the terms and conditions in this Lease except that the Base Rent shall be increased to one hundred fifty percent (150%) of the Base Rent previously in effect.

20.5 Landlord's Governmental Capacity. All improvements made by Tenant shall be subject to Landlord's approval in its proprietary capacity as the Landlord under this Lease; however, such approval shall not supplant, supercede, waive, or otherwise affect Landlord's rights in its governmental capacity.

20.6 Miscellaneous Provisions.

- (a) It is understood that there are no oral or written agreements or representations between the parties hereto affecting this Lease and this Lease supersedes and cancels any and all previous negotiations, arrangements, representations, brochures, agreements and understandings, if any, between Landlord and Tenant. No provision of this Lease may be amended except by an agreement in writing signed by Landlord and Tenant,
- (b) Subject to the terms of this Lease, all rights and obligations of Landlord and Tenant under this Lease shall extend to and bind the respective heirs, executors, administrators and the permitted concessionaires, successors, subtenants and assignees of the parties.

- (c) Any waiver by either party of a breach by the other party of a covenant of this Lease shall not be construed as a waiver of a subsequent breach of the same covenant.
- (d) Except where another rate of interest is specifically provided for in this Lease, any amount due from either party to the other under this Lease which is not paid when due, shall bear interest at the rate per annum ("Interest Rate") equal to the prime interest rate published from time to time by the Wall Street Journal plus two (2) percentage points (but in no event to exceed the maximum lawful rate) from the date such amount was originally due to and including the date of payment.
- (e) If Tenant or Landlord is a municipal corporation, corporation, partnership or limited liability company, each individual executing this Lease on behalf of the municipal corporation, corporation, partnership or limited liability company (in his/her representative capacity only) represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of the municipal corporation, corporation, partnership or limited liability company and that this Lease is binding upon the municipal corporation, corporation, partnership or limited liability company.
- (f) This Lease shall be governed by and construed in accordance with the laws of the State of California without giving effect to the choice of law provisions thereof.
- (g) Tenant waives any and all rights of redemption granted under any present and future laws in the event Landlord obtains the right to possession of the Premises by reason of the violation by Tenant of any of the covenants and conditions of this Lease or otherwise.
- (h) In the event that, at any time after the Effective Date of this Lease, either Landlord or Tenant shall institute any action or proceeding against the other relating to the provisions of this Lease or any default hereunder, the party not prevailing in such action or proceeding shall reimburse the prevailing party for its actual attorneys' fees, and all fees, costs and expenses incurred in connection with such action or proceeding, including, without limitation, any post-judgment fees, costs or expenses incurred on any appeal or in collection of any judgment.
- (i) Tenant shall observe faithfully and comply with, and shall cause its employees and invitees to observe faithfully and comply with, reasonable and nondiscriminatory rules and regulations governing the Project as may from time to time be promulgated by Landlord.
- (j) Concurrently with the execution and delivery of this Lease, Tenant shall also execute, acknowledge and deliver to Landlord a Memorandum of Lease in the form attached hereto as Exhibit "C" for recording. Tenant shall not record this Lease, any notice or memorandum of this Lease. Upon the expiration or any earlier termination of this Lease, Tenant shall execute, acknowledge and deliver

to Landlord a termination of such recorded Memorandum of Lease in the form prepared by Landlord and submitted to Tenant.

- (k) Should Landlord sell, exchange or assign this Lease (other than a conditional assignment as security for a loan), then Landlord, as transferor, shall be relieved of any and all obligations on the part of Landlord accruing under this Lease from and after the date of such transfer provided that Landlord's successor in interest shall assume such obligations from and after such date. Written notice of any such transfer shall be given to Tenant.
- (l) Notwithstanding anything contained in this Lease to the contrary, it is expressly understood and agreed that any judgment against Landlord resulting from any default or other claim under this Lease shall be satisfied only out of the net rents, issues, profits and other income actually received from the operation of the Project, and Tenant shall have no claim against Landlord or any of Landlord's personal assets for satisfaction of any judgment with respect to this Lease.
- (m) If any part of the Premises is at any time subject to a first mortgage or a first deed of trust, and this Lease or the rentals due from Tenant hereunder are assigned by Landlord to a mortgagee, trustee or beneficiary ("Assignee" for purposes of this clause (m) only) and Tenant is given written notice of the assignment including the post office address of Assignee, then Tenant shall also give written notice of any default by Landlord to Assignee, specifying the default in reasonable detail and affording Assignee a reasonable opportunity to make performance for and on behalf of Landlord. If and when Assignee has made performance on behalf of Landlord, the default shall be deemed cured.
- (n) Tenant shall pay all costs for work performed by or on account of it and shall keep the Premises and the Project free and clear of mechanics' liens or any other liens or stop notices. Tenant shall give Landlord immediate notice of any lien or stop notice filed against the Premises or the Project as a result of any work of improvement performed by or on behalf of Tenant. Tenant shall immediately cause any lien or stop notice to be discharged or removed of record by either paying the amount thereof or recording a statutory lien release bond in an amount equal to one hundred fifty percent (150%) of the amount of said lien or stop notice, or such other amount as may be adequate to cause the lien or stop notice to be released as an encumbrance against the Premises and the Project.
- (o) Tenant shall be required to utilize Landlord's roofing contractor in the event Tenant or Tenant's Agents desire to penetrate the ceiling of the Premises for any repairs, alterations or improvements permitted to be made to the Premises by Tenant pursuant to the terms of this Lease that might affect the ceiling; provided, however, if Landlord and Tenant reasonably determine that Landlord's roofing contractor's rates are not reasonably competitive, Tenant shall have the right to utilize any other licensed and reputable roofing contractor reasonably acceptable to Landlord.

- (p) Tenant represents and warrants that it has not had any dealings with any realtors, brokers or agents in connection with the negotiation of this Lease, except as may be specifically set forth in Section 1.16, and agrees to pay all sums due to all realtors, brokers or agents referenced in Section 1.16 and to hold Landlord harmless from the failure to pay any such realtors, brokers or agents and any other realtors, brokers or agents contracted by Tenant from any cost, expense or liability for any compensation, commission or charges claimed by any other realtors, brokers or agents claiming by, through or on behalf of Tenant with respect to this Lease and/or the negotiation hereof.
- (q) All of the exhibits referenced in this Lease are incorporated herein by this reference.
- (r) Notwithstanding anything contained in this Lease to the contrary, Tenant acknowledges that Landlord is acting in its proprietary capacity, is entering into and complying with this Lease, and that nothing contained in this Lease shall require Landlord, in its capacity as a governmental entity, to act in any predetermined manner in connection with its actions as a governmental entity, as opposed to its actions as a contracting party pursuant to this Lease.
- (s) Provided an Event of Default by Tenant does not occur, Tenant shall have the right of quiet enjoyment of the Premises free from interference by Landlord or by any person or entity claiming rights granted by Landlord.
- (t) Tenant shall faithfully observe and comply with the Rules and Regulations that City shall from time to time promulgate and/or modify. The Rules and Regulations (and modification thereto) shall be binding upon the Tenant upon delivery of a copy of them to the Tenant. Landlord shall not be responsible to Tenant for the violation or non-performance by any other tenant or occupant of the Project of their leases or of any of said Rules and Regulations. However, Landlord will not enforce any Rules and Regulations in a discriminatory manner.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease on the day and year first above written.

LANDLORD:

CITY OF BEVERLY HILLS,
a municipal corporation

By: _____
Jimmy Delshad
Mayor of the City of Beverly Hills,
California

TENANT:

BEVERLY HILLS BAR & GRILL, LLC
a California limited liability company

By: _____
Print Name: MARIE ANDERSON
Title: Managing Partner

ATTEST:

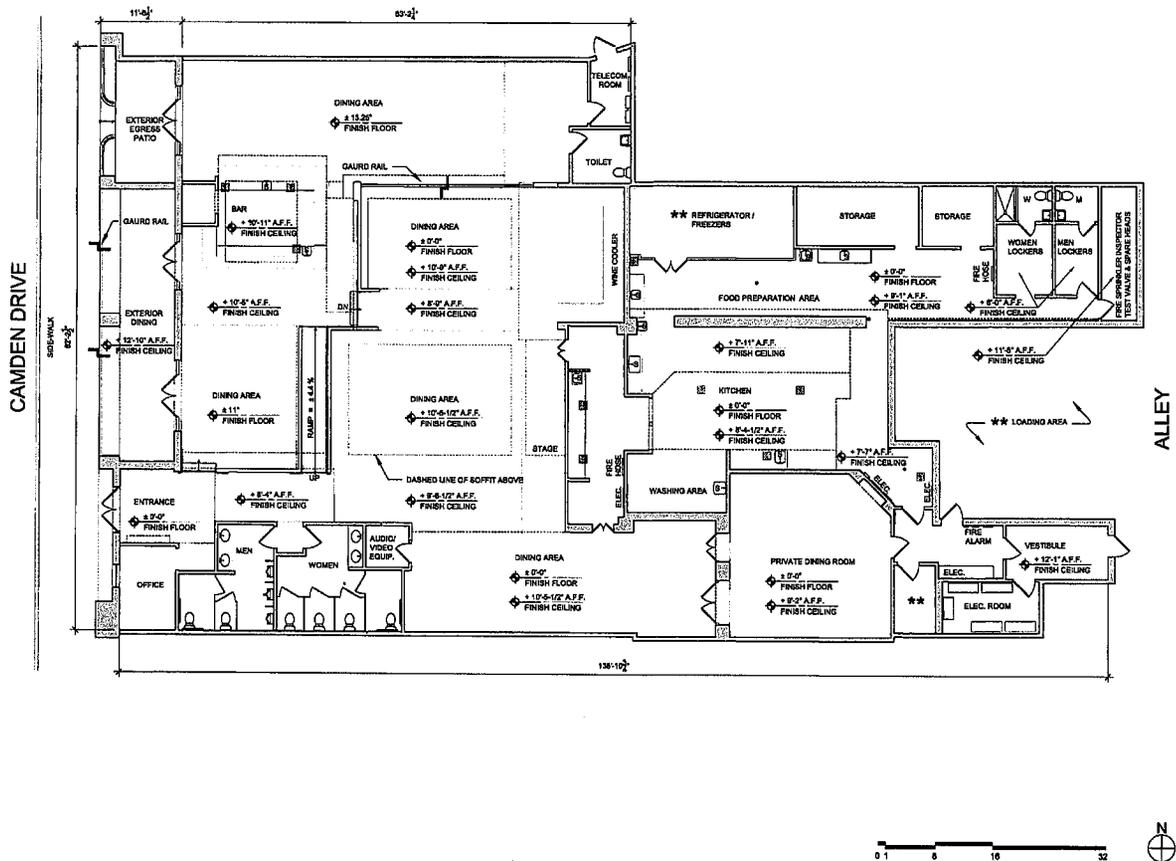
(SEAL)
BYRON POPE
City Clerk

APPROVED AS TO CONTENT
[Signature]
SCOTT G. MILLER
Chief Financial Officer

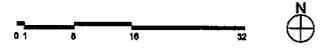
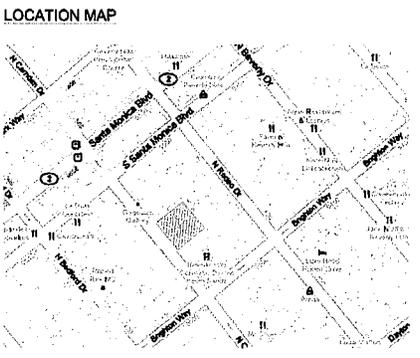
APPROVED AS TO FORM:
[Signature]
LAURENCE S. WIENER
City Attorney

EXHIBIT "A"
DIAGRAM OF PREMISES

[Attached.]



LEGEND:
 * FLOOR DRAIN
 □ FLOOR SINK



PROJECT TITLE: 430 NORTH CAMDEN DRIVE
 JOB NO.: 09012.1
 DATE: 03.17.2010
 SCALE: 1/16" = 1'-0" (FULL SIZE SHEET 11"x17")
 DRAWN BY: SK

430 N. CAMDEN DRIVE - EXISTING FLOOR PLAN

RTK Architects, Inc.
 Architecture • Planning • Interiors
 www.rtkarch.com
 200 S. Robertson Blvd. Los Angeles, CA 90034 310.757.0006



EXHIBIT "B"

CONSTRUCTION PROVISIONS

A. GENERAL PROCEDURES

Changes to the structure or the systems incorporated or planned in/for the facility necessitated by "Tenant's Work" (as defined in Paragraph H below) shall be first approved by Landlord and at the request of Landlord, shall be designed and performed by Tenant and its architect in consultation with Landlord's Architect and/or engineers at Tenant's cost.

Tenant shall prepare all design and working drawings and specifications relating to completion of the Premises for occupancy by Tenant and the letting of contracts relating to Tenant's Work and the supervision and completion of Tenant's Work.

Tenant must obtain approvals for its work from the applicable building department and all other authorities having jurisdiction (including Landlord) before commencing work. Tenant shall be responsible for payment of all fees and charges incurred in obtaining said approvals and for obtaining a certificate of occupancy.

Landlord shall be entitled to withhold approval of any plans or specifications or the authorization for work to proceed until it has been furnished with reasonable evidence that Tenant has made suitable provision to pay the full cost of the work and to discharge any liens that may arise therefrom including payment and performance bonds if requested by Landlord.

Tenant shall ensure that all the provisions and conditions contained or imposed in this Exhibit "B" are observed and performed by all designers, contractors and trades engaged by Tenant.

Tenant shall utilize professional designers and contractors. Tenant agrees to utilize plumbing, electrical or mechanical subcontractors reasonably approved by Landlord.

B. PLANS AND SPECIFICATIONS FOR TENANT'S WORK

So that Tenant's Work may proceed without delay and in an efficient manner, the following provisions shall apply:

1. Tenant's Designers; Provision of Drawings. All designers employed by Tenant shall be familiar with the project working drawings to the extent necessary to complete the required architectural, mechanical and electrical working drawings and specifications. Landlord shall make such relevant drawings that are in Landlord's possession available for inspection at the site project office or at the address set forth for Landlord elsewhere.

2. Submission of Preliminary Plans and Specifications. Within thirty (30) days following the Effective Date, Tenant will provide Landlord with three (3) printed sets of preliminary plans and specifications for Tenant's Work (excluding the Initial Tenant's Work described and covered in Paragraph G below) which shall demonstrate design intent and shall be subject to the approval of Landlord prior to Tenant's preparation of detailed working drawings

and design specifications. The preliminary plans and specifications shall be accompanied by sample boards of finishes or an artistic rendering. As used in the remainder of this Paragraph B, the term "Tenant's Work" shall not include the Initial Tenant's Work, which is separately addressed in Paragraph G below.

3. Approval of Preliminary Plans and Specifications. Within thirty (30) days after receipt of such preliminary plans and specifications, Landlord shall notify Tenant either of its approval thereof or of any changes required by it. If changes are required, Tenant, within fifteen (15) working days after being notified of the required changes by Landlord, shall submit amended plans and specifications to Landlord for approval.

4. Submission of Final Plans and Specifications. Within thirty (30) days after Landlord's approval of Tenant's preliminary plans and specifications, Tenant shall submit three (3) printed sets of final plans and specifications and such other information as may be necessary for Landlord's Work to proceed and Tenant's Work to be approved.

5. Approval of Final Plans and Specifications. Within fifteen (15) days after receipt by Landlord of Tenant's final plans and specifications, Landlord shall notify Tenant of its approval thereof or indicate any changes required, in which case Tenant shall resubmit for approval amended plans and specifications within an additional fifteen (15) working days after Tenant is notified of the required changes by Landlord.

6. Final Approved Plans. Upon Landlord's written approval of Tenant's final plans under Paragraph B.5 above, Tenant shall submit such approved plans to the appropriate governmental authority for plan checking and the issuance of a building permit, together with all necessary fees incidental to Tenant's Work. If such governmental authority requires any changes or amendments to such plans prior to the issuance of a building permit, Tenant shall, at its sole cost and expense, promptly change such plans pursuant to such governmental request and submit such changed plans to Landlord for its approval. Landlord shall have five (5) business days within which to approve or disapprove such changed plans. In the event Landlord disapproves such changed plans, Landlord shall provide Tenant with written objections, and Tenant shall have five (5) business days within which to amend such plans and incorporate Landlord's required changes. Upon Landlord's approval of the changed plans, Tenant shall promptly resubmit such plans to the appropriate governmental authority for plan checking and the issuance of a building permit as previously set forth in this Paragraph B.6. Upon Tenant's receipt of a building permit and any other necessary governmental approvals for Tenant's Work based upon plans approved by Landlord and such governmental authority (the "Final Approved Plans"), Tenant shall furnish Landlord three (3) printed copies and one (1) reproducible copy of the Final Approved Plans, and shall immediately commence construction of Tenant's Work and shall diligently pursue such construction to completion in accordance with the Final Approved Plans.

7. Working Drawings and Specifications. Each set of working drawings and specifications shall be of uniform size to a minimum scale of 1/8" to each foot and shall include, but not be limited to, the following:

- (1) floor plans;

- (2) reflected ceiling plans;
- (3) specifications, identification and colors of materials for all plans and work;
- (4) interior elevations and finish schedule;
- (5) plans and specifications for all electrical, mechanical, and plumbing work, including details and performance information relating to all fixtures, equipment and any underfloor services, including conduit runs to be recessed or buried in the floor; and
- (6) sign details in compliance to Landlord's sign criteria (available upon request).

C. GENERAL REQUIREMENTS FOR TENANT'S WORK

1. Workmanship and Materials. All Tenant's Work required by Tenant to complete the Premises for occupancy shall be carried out with good workmanship and with first class materials, which shall all be of a high quality and shall be conforming to the best standards of practice, and shall not be in contravention of the laws, codes or regulations of the municipality or any other authority having jurisdiction.

2. Proof of Insurance. Before commencing Tenant's Work, Tenant shall furnish written proof to Landlord that Tenant or Tenant's general contractor has obtained general liability, worker's compensation and any other insurance reasonably required by Landlord and that such insurance is in force to the limits and on the terms which Landlord may reasonably approve. Landlord shall be named as an additional insured in such insurance.

3. Access and Rules. Tenant and its contractors shall be entitled to have access to the Premises through the rear service door wherever possible, in order to execute Tenant's Work, subject to compliance with all rules, regulations and stipulations which Landlord or its contractor may make from time to time. These rules, regulations and stipulations may include, but shall not be limited to, matters relating to:

- (a) the handling and storage of material and equipment;
- (b) hours of work and coordination of activity;
- (c) use of the facilities and utilities;
- (d) scheduling of work;
- (e) deliveries;
- (f) clean-up of work and the disposition of refuse; and
- (g) appearance of construction site.

4. Refuse Removal. Tenant shall at all times keep the Premises and all other areas clear of all waste materials and refuse caused by itself; its suppliers, contractors or by their work. Tenant shall remove all waste materials and refuse directly from the Premises and shall deposit them in places or in receptacles designated by Landlord. Landlord may require Tenant to clean up on a daily basis, and shall be entitled to clean up at Tenant's expense if Tenant fails to comply with Landlord's reasonable requirements in this respect.

At the completion of Tenant's Work, Tenant shall leave the Premises clean and to the satisfaction of Landlord and shall remove all tools, equipment and surplus materials from the Premises and the Center and remove all waste material and refuse from the Premises and deposit them in places or in receptacles designated by Landlord. The final clean-up shall include the cleaning of all lighting fixtures, millwork units, storefronts and space which may be affected by the work.

5. Landlord's Reimbursement. Landlord shall not in any way be responsible or liable with regard to any work carried out or any materials left or installed in the Premises and shall be reimbursed for any additional costs and expenses which may be occasioned to it by reason thereof, and for any delays which may be directly or indirectly caused thereby.

6. Damage by Tenant. Any damage caused by Tenant's contractor or subcontractors employed on Tenant's Work to any work of the structure or the systems incorporated in the facility or to any property of Landlord or of other tenants shall be repaired by Landlord's contractor to the satisfaction of Landlord and Landlord may recover from Tenant the costs so incurred by Landlord.

7. Failure to Perform Work. If Tenant's contractor neglects to carry out the work properly or fails to perform any work required by or in accordance with the approved plans and specifications, Landlord, after five (5) days' written notice to Tenant and Tenant's contractor, may, without prejudice to any right or remedy Landlord may have, complete the work, remedy the defaults or make good any deficiencies and recover the costs incurred from Tenant.

8. Security. Tenant shall be entirely responsible for the security of the Premises during construction and Landlord shall not be liable for any loss or damage suffered by Tenant.

9. Fire Protection. Tenant shall maintain and keep on the Premises at all times during construction and the term of the Lease, a suitable portable fire extinguisher for Class A, B and C fires and shall comply with any additional requirements and regulations imposed by the fire marshal and all other appropriate governmental agencies.

10. Indemnification. Tenant shall indemnify, defend and hold harmless Landlord from and against any and all claims, liabilities, losses, costs, expenses and damages arising out of work done by Tenant or its contractors and Tenant shall promptly cause to be removed any liens filed against title to the Premises/Property, failing to do so Landlord may do

so and Tenant shall pay all Landlord's costs, including reasonable legal costs, as incurred by Landlord in so doing.

11. Performance of Construction. Tenant shall perform its work expeditiously and efficiently and shall complete the same so as to permit Tenant to open for business as soon as reasonably possible, subject only to circumstances over which Tenant has no control and which by the exercise of due diligence could not have been avoided.

D. WORK DONE BY LANDLORD FOR TENANT

Any equipment or work provided by Landlord for or at the request of Tenant, shall be at the expense of Tenant and shall be paid upon request. The cost of such equipment or work shall without limitation include labor, material, applicable taxes, all architectural, engineering and contractor's fees in connection therewith and a supervision fee equal to ten percent (10%) of the aggregate cost of such equipment or work. Any costs incurred by Landlord by reason of changes that Tenant may make or request after the Architect has incorporated Tenant's approved design into the overall plans of the facility shall be added to the cost of such equipment or work as determined in the preceding paragraph.

E. NON-COMPLIANCE.

1. Non-Compliance. If Tenant does not comply with the provisions of the Lease or any other agreement relative to the construction or occupation of the Premises, including this Exhibit "B", Landlord, in addition to and not in lieu of any other rights or remedies, shall have any or all of the following rights at its discretion:

(a) to declare all fees, charges and other sums payable by Tenant to Landlord pursuant to this Exhibit "B" to be rent and to be collectible as rent under the provisions of the Lease; or

(b) to declare and treat Tenant's noncompliance as a default or breach of covenant under this Lease and exercise any right available under the provisions of this Lease, including the right of termination.

2. Event of Termination. In any event of termination pursuant to the above provision, Landlord may retain for its own use without payment therefor all or any of Tenant's Work which has been commenced, installed or completed to the date of such termination.

F. OUTLINE DRAWING AND DESIGN CRITERIA

[INTENTIONALLY OMITTED]

G. TENANT'S PRELIMINARY WORK

In addition to the work described in Paragraph H below, and as part of Tenant's Work, Tenant shall initially perform the following work (the "Initial Tenant's Work"): (i) demolish the demising wall between the space currently or formerly occupied by Dutton's Books (the "Dutton's Space") and the remainder of the Premises and install a new demising wall

adjacent to Dutton's Books, (ii) make the floor of the Dutton's Space substantially level with the floor of the remainder of the Premises; and (iii) install drywall on demising walls (exclusive of masonry walls) ready for paint.

Tenant shall deliver to Landlord plans and specifications (the "Preliminary Work Plans") for the Initial Tenant's Work within thirty (30) days after the Effective Date, and such plans and specifications shall be subject to Landlord's approval.

H. TENANT'S WORK

Tenant will, at its expense and subject to the provision of this Exhibit "B", provide, furnish and install within the Premises all finishing, fixturing, architectural, electrical and mechanical work to complete the construction of the Premises in accordance with the Preliminary Work Plans and the Final Approved Plans and to equip the Premises ready for Tenant's use and occupancy in accordance with the use specifically permitted in Section 1.13 of the Lease (all such work is referred to herein as "Tenant's Work") including, but not limited to, the Initial Tenant's Work described in Paragraph G and the following:

- 1. Signs.** Signing, including lighting thereof, in accordance with applicable governmental requirements. Prior written approval for the design must be obtained from Landlord.
- 2. Electrical Installation.** The total electrical installation within the Premises shall conform to applicable codes. If the drywall, gypsum board or other material, if any, selected by Landlord to face the demising walls is removed by Tenant for the purpose of installing Tenant's electrical services or having them inspected, then such gypsum board or other material shall be replaced by Tenant.
- 3. Telephone Services.** All distribution and extensions of telephone conduit within the Premises and all intercom, communication, burglar alarms and signal systems required by Tenant.
- 4. Plumbing.** All plumbing, piping, equipment, fixtures, etc., to the specified project standards established by the Architect required to extend and connect plumbing services from fixtures to point of connection provided by Landlord for water service, including provision for hot water that may be required by Tenant, except that with respect to sewer services, Tenant shall be responsible for coring the slab opening(s) to access the sewer line and for extending the sewer line as necessary to suit Tenant's requirements. If water inlet service is in excess of those provided (if any) by the base building system are required, Tenant may at the discretion of Landlord, be required to provide metering. If required by applicable building codes or regulations, Tenant shall install any additional washroom fixtures not supplied as Landlord's Work. If the gypsum board or other material, if any installed to face the demising walls is removed by Tenant for the purpose of installing Tenant's plumbing services or having them inspected, then such gypsum board or other materials shall be replaced by Tenant.
- 5. Sprinklers.** Modifications and relocation of sprinkler system layout to suit Tenant's requirements. Any such revision to the sprinkler system layout shall be done by Landlord's sprinkler consultant/contractor to ensure conformity to insurance underwriting

requirements and any work necessitated thereby performed by Landlord's contractor at Tenant's expense.

6. Fire Protection. Any fire fighting, fire prevention, safety and emergency equipment or lighting in and about the Premises, additional to that included in the base system provided by Landlord, required by any authority having jurisdiction.

7. Interior Finishing. All other work, interior finishes and installation, including, without limiting the generality thereof, interior walls of materials selected by Tenant, faced with dry wall or gypsum board or other materials selected by Tenant, ceilings, if required, floor covering, painting, show window enclosures and display platforms, partitions, special wall and ceiling finishes, trade fixtures and security vaults, and all requirements of licensing, health and other authorities having jurisdiction to the specified project standards established by the Architect. Access panels shall be provided in ceilings where removable tile ceiling systems are not used for access to equipment which may be located above such ceilings.

8. Gas. Natural gas will be provided at a central distribution point. Provided Tenant has received prior written approval of Landlord to use gas upon the Premises, Tenant may provide for additional gas piping and metering to the Premises.

9. Additional Capacity. If Tenant requires additional electrical capacity or additional telephone, air handling or air conditioning capacity or other increased services, Tenant must notify Landlord in writing within the time limit for submitting of Tenant's plans and specifications. Failing such notification, Landlord will only be prepared to install additional services or additional capacity if the increased capacity is available, and Tenant shall pay for any additional costs incurred by Landlord in connection with such installation, with such work being done by Landlord's contractor or by Tenant's contractor, at Landlord's option.

10. Specific Restrictions.

(a) Under no circumstances shall Tenant or its contractor at any time be permitted to drill or cut conduit, pipe sleeves, chases, duct equipment, openings in the floor, columns, walls or roofs of the project. Any work of this type required by Tenant must be authorized by the Landlord in writing and if Landlord so elects, performed by Landlord's contractor at Tenant's expense.

(b) No suspended loads will be permitted from the underside of the roof structure without written approval by Landlord.

(c) Arrangements for the storage and removal of perishable garbage, to the satisfaction of Landlord, must be provided.

(d) Mounting of burglar alarms and signal systems on the exterior walls of the Premises or the building shall require prior written consent of Landlord. Individual antenna of any nature on, and all access to, the roof of the building is prohibited.

EXHIBIT "C"

FORM OF MEMORANDUM OF LEASE

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Beverly Hills
455 North Rexford Drive
Beverly Hills, California 90210
Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned declare that this Memorandum of Lease is exempt from Recording Fees pursuant to California Government Code Section 27383 and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922.

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is dated as of _____ 2010, and is entered into by and between the BEVERLY HILLS BAR & GRILL, a California limited liability company, and CITY OF BEVERLY HILLS, a municipal corporation ("City").

RECITALS

A. Tenant and City have entered into that certain Lease dated October __, 2010 (the "Lease"), pursuant to which City has agreed to lease and demise to Tenant, and Tenant has agreed to lease and accept from City, a portion (the "Premises") of that certain building located in the City of Beverly Hills, County of Los Angeles, State of California, commonly known as 430 N. Camden Drive. The Premises are more particularly described in the Lease.

B. City and Tenant now desire to enter into this Memorandum to comply with applicable law requiring that municipal leases be recorded.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tenant and City agree as follows:

Lease. Landlord hereby leases and demises to Tenant, and Tenant hereby leases and accepts from Landlord, the portion of the Property defined as the "Premises" at 430 N. Camden Drive described in the Lease for a term of ten (10) years (with two 5 year extension options in favor of the Tenant) at the rental rates and upon the other terms and conditions set forth in the Lease, which are incorporated herein by this reference.

Purpose. This Memorandum is prepared for the purposes of recordation only and in no way modifies the terms and conditions of the Lease. In the event any provision of this

Memorandum is inconsistent with any term or condition of the Lease, the term or condition of the Lease shall prevail.

Counterparts. This Memorandum may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, taken together, shall be deemed to be one and the same instrument.

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

CITY:

THE CITY OF BEVERLY HILLS

By: _____

Jimmy Delshad
Mayor

TENANT:

BEVERLY HILLS BAR & GRILL,
a California limited liability company

By: _____

Print Name: _____

Title: _____

ATTEST:

Byron Pope, City Clerk

ACKNOWLEDGMENT

State of California)
County of Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

State of California)
County of Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Attachment 2

GUARANTY OF LEASE

This GUARANTY OF LEASE (the "Guaranty") is executed concurrently with that certain Lease dated October ___, 2010 between the CITY OF BEVERLY HILLS, a municipal corporation, as landlord, and Beverly Hills Bar & Grill, a California limited liability company ("Tenant"), as tenant (the "Lease"). Capitalized terms used in this Guaranty but not defined shall have the same definitions as set forth in the Lease, and Guarantor hereby acknowledges that the term "Landlord" shall include all successors to the interest of Landlord in the Premises.

In order to induce Landlord to enter into the Lease with Tenant, FORTE CORPORATION, a Nevada corporation ("Guarantor") has agreed to execute and deliver this Guaranty to Landlord. Guarantor acknowledges that Landlord would not enter into the Lease if Guarantor did not execute and deliver this Guaranty to Landlord.

1. **Guaranty.** In consideration of the execution of the Lease by Landlord and as a material inducement to Landlord to execute the Lease, Guarantor hereby irrevocably, unconditionally, guarantees the full, timely and complete: (a) payment of all rent and other sums payable by Tenant to Landlord under the Lease, and any amendments or modifications thereto by agreement or course of conduct, and (b) performance of all covenants, representations and warranties made by Tenant and all obligations to be performed by Tenant pursuant to the Lease, and any amendments or modifications thereto by agreement or course of conduct. The payment of those amounts and performance of those obligations shall be conducted in accordance with all terms, covenants and conditions set forth in the Lease, without deduction, offset or excuse of any nature and without regard to the enforceability or validity of the Lease, or any part thereof, or any disability of Tenant. This Guaranty is a guaranty of payment and performance, and not of collection.

2. **Landlord's Rights.** Landlord may perform any of the following acts at any time during the Lease Term, without notice to or assent of Guarantor and without in any way releasing, affecting or impairing Guarantor's obligations or liabilities under this Guaranty: (a) alter, modify or amend the Lease by agreement or course of conduct, (b) grant extensions or renewals of the Lease, (c) assign or otherwise transfer its interest in the Lease, the Project, or this Guaranty, (d) consent to any transfer or assignment of Tenant's or any future tenant's interest under the Lease, (e) if applicable, release Guarantor, or amend or modify this Guaranty with respect to Guarantor, without releasing or discharging any other Guarantor from any of such Guarantor's obligations or liabilities under this Guaranty, (f) take and hold security for the payment of this Guaranty and exchange, enforce, waive and release any such security, (g) apply such security and direct the order or manner of sale thereof as Landlord in its sole discretion, deems appropriate, and (h) foreclose upon any such security by judicial or nonjudicial sale, without affecting or impairing in any way the liability of Guarantor under this Guaranty, except to the extent the indebtedness has been paid.

3. **Tenant's Default.** Upon any breach or default by Tenant under the Lease, Landlord may proceed immediately against Tenant and/or Guarantor to enforce any of Landlord's rights or remedies against Tenant or Guarantor pursuant to this Guaranty, the Lease, or at law or in equity without notice to or demand upon either Tenant or Guarantor. This

Guaranty shall not be released, modified or affected by any failure or delay by Landlord to enforce any of its rights or remedies under the Lease or this Guaranty, or at law or in equity.

4. **Guarantor Waivers.** Guarantor hereby waives (a) presentment, demand for payment and protest of non-performance under the Lease, (b) notice of any kind including, without limitation, notice of acceptance of this Guaranty, protest, presentment, demand for payment, default, nonpayment, or the creation or incurring of new or additional obligations of Tenant to Landlord, (c) any right to require Landlord to enforce its rights or remedies against Tenant under the Lease, or otherwise, or against Guarantor, prior to proceeding against Guarantor, or otherwise, (d) any right to require Landlord to proceed against any security held from Tenant or any other party, (e) any right of subrogation and or other right or remedy of Guarantor against Landlord or any such security, whether resulting from an election by Landlord, or otherwise, (f) the benefit of any statute of limitations affecting the liability of Guarantor under this Guaranty or applicable to this Guaranty; and (g) without limiting the foregoing waivers, all of rights and defenses provided by California Civil Code Sections 2809, 2810, 2815, 2819, 2845, 2849, 2850, and any similar or analogous statutes of California or any other jurisdiction. Any part payment by Tenant or other circumstance which operates to toll any statute of limitations as to Tenant shall operate to toll the statute of limitations as to any Guarantor.

5. **Separate and Distinct Obligations.** Guarantor acknowledges and agrees that such Guarantor's obligations to Landlord under this Guaranty are separate and distinct from Tenant's obligations to Landlord under the Lease. The occurrence of any of the following events shall not have any effect whatsoever on Guarantor's obligations to Landlord hereunder, each of which obligations shall continue in full force or effect as though such event had not occurred: (a) the commencement by Tenant of a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended or replaced, or any other applicable federal or state bankruptcy laws, as now constituted or hereafter amended or replaced, or any other applicable federal or state bankruptcy, insolvency or other similar law (collectively, the "Bankruptcy Laws"), (b) the consent by tenant to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator or similar official of Tenant or for any substantial part of its property, (c) any assignment by Tenant for the benefit of creditors, (d) the failure of Tenant generally to pay its debts as such debts become due, (e) the taking of corporate action by Tenant in the furtherance of any of the foregoing; or (f) the entry of a creed or order for relief by a court having jurisdiction in respect of Tenant in any involuntary case under the Bankruptcy Laws, or appointing a receiver, liquidator, assignee, custodian, trustee sequestrator (or similar official) of Tenant or for any substantial part of its property, or ordering the winding-up or liquidation of any of its affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days. The liability of Guarantor under this Guaranty is not and shall not be affected or impaired by any payment made to Landlord under or related to the Lease for which Landlord is required to reimburse Tenant pursuant to any court order or in settlement of any dispute, controversy or litigation in any bankruptcy, reorganization, arrangement, moratorium or other federal or state debtor relief proceeding. If, during any such proceeding, the Lease is assumed by Tenant or any trustee, or thereafter assigned by Tenant or any trustee to a third party, this Guaranty shall remain in full force and effect with respect to the full performance of Tenant, any such trustee or any such third party's obligations under the Lease. If the Lease is terminated or rejected during any such proceeding, or if any of the events described

in Subparagraphs (a) through (f) of this Paragraph 6 occur, as between Landlord and Guarantor, Landlord shall have the right to accelerate all of Tenant's obligations under the Lease and Guarantor's obligations under this Guaranty. In such event, all such obligations shall become immediately due and payable by Guarantor to Landlord. Guarantor waives any defense arising by reason of any disability or other defense of Tenant or by reason of the cessation from any cause whatsoever of the liability of Tenant.

6. **Subordinations.** All existing and future liability and indebtedness of Tenant to Guarantor shall be subordinated to all obligations owed to Landlord under this Guaranty. Until all of Tenant's obligations under the Lease are fully and indefeasibly performed, Guarantor: (a) will not have (and hereby waive) any right of offset or subrogation against Tenant by reason of any payments or acts performed by Guarantor under this Guaranty; and (b) subordinate any and all liability and indebtedness of Tenant to Guarantor now existing or hereafter arising to Tenant's obligations to Landlord under the Lease.

7. **Successors and Assigns.** This Guaranty binds Guarantor's personal representatives, heirs, executors, administrators, and successors, and shall inure to the benefit of Landlord and its successors and assigns. Guarantor shall not assign its obligations under this Guaranty, and any purported assignment shall be void and shall not relieve Guarantor of any liability under this Guaranty.

8. **Encumbrances.** If Landlord's interest in the Project or the Lease, or the rents, issues or profits therefrom, are subject to any deed of trust, mortgage or assignment for security, Guarantor's acquisition of Landlord's interest in the Project or Lease shall not affect any of Guarantor's obligations under this Guaranty. In such event, this Guaranty shall nevertheless continue in full force and effect for the benefit of any mortgages, beneficiary, trustee or assignee or any purchaser at any sale by judicial foreclosure or under any private power of sale, and their successors and assigns.

9. **Bankruptcy of Tenant; Guarantor's Obligations.** Guarantor shall not commence, or join with any other person or entity in commencing, any bankruptcy, reorganization or insolvency proceeding against Tenant. Guarantor shall file in any bankruptcy of Tenant or other proceeding relating to Tenant in which the filing of claims is required or permitted by law all claims that Guarantor may have against Tenant relating to any indebtedness of Tenant to Guarantor, and Guarantor hereby assigns to Landlord all such claims (and shall also assign in writing such claims to Landlord as they are filed), and Guarantor hereby also assigns to Landlord all right to payment and distributions to which Guaranty might be entitled. Landlord shall have the sole right to accept or reject any plan proposed in any such proceeding and to take any other action that a person or entity filing a claim may take.

10. **Financial Condition of Tenant.** Guarantor assumes the responsibility to remain informed of the financial condition of Tenant and of all other circumstances bearing upon the risk of Tenant's default, which reasonable inquiry would reveal, and agree that Landlord shall have no duty to advise Guarantor of information known to it regarding such condition or any such circumstances.

11. **Landlord's Reliance.** Landlord shall not be required to inquire into the powers of Tenant or the officers, employees, partners or agents acting or purporting to act on its behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

12. **Review of Lease.** Guarantor represents and warrants to Landlord that such Guarantor has received a copy of the Lease, has read the Lease, and understands the terms of the Lease.

13. **Financial Statements.** Guarantor will, upon ten (10) business days' prior written notice from Landlord, provide Landlord with current fiscal year financial statements, financial statements for up to two years prior to such current financial statement year and such other financial information as may be requested by Landlord (which may include a certification of the Guarantor's net worth and liquidity). Such statements will be prepared in accordance with generally accepted accounting principles.

14. **Governing Law Jurisdiction and Venue.** Guarantor agrees that the laws of the State of California will govern all questions with respect to this Guaranty (without regard to conflict of laws rules) and that any suit, action, or proceeding arising directly or indirectly from this Guaranty, the Lease, or the subject matter of either will be litigated only in courts located within Los Angeles County; Guarantor irrevocably consents to the jurisdiction of any local, state, or federal court located within Los Angeles County. Without limiting the generality of the foregoing, Guarantor waives and agrees not to assert by way of motion, defense, or otherwise in any suit, action, or proceeding any claim that Guarantor is not personally subject to the jurisdiction of such courts, that such suit, action, or proceeding is brought in an inconvenient forum, or that the venue of such action, suit, or proceeding is improper.

15. **Returned Payments Do Not Satisfy Obligations.** If a claim is made on Landlord at any time (whether before or after payment or performance in full of any obligation of Guarantor, and whether such claim is asserted in a bankruptcy proceeding or otherwise) for repayment or recovery of any amount or other value received by Landlord (from any source) in payment of, or on account of, any obligation of Guarantor under this Guaranty, and if Landlord repays such amount, returns value, or otherwise becomes liable for all or part of such claim by reason of (a) any judgment, decree, or order of any court or administrative body or (b) any settlement or compromise of such claim, then the Guarantor will remain jointly and severally liable to Landlord for the amount so repaid or returned or for which Landlord is liable to the same extent as if such payments or value had never been received by Landlord, despite any termination of this Guaranty or the termination of the Lease or cancellation of any document evidencing any obligation of the Guarantor under this Guaranty.

16. **Entire Agreement.** This Guaranty will constitute the entire agreement between Guarantor and Landlord with respect to the subject matter of this Guaranty and supersedes all prior agreements, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties pertaining to that subject matter. Guarantor is not relying on any representations, warranties, or inducements from Landlord that are not expressly stated in this Guaranty.

17. **Waiver of Guaranty Provisions.** No provision of this Guaranty or right of Landlord under it may be waived, nor may Guarantor be released from any obligation under this Guaranty, except by a writing duly executed by an authorized officer of Landlord. The waiver or failure to enforce any provision of this Guaranty will not operate as a waiver of any other breach of such provision or any other provisions of this Guaranty, nor will any single or partial exercise of any right, power, or privilege preclude any other or further such exercise or the exercise of any other right, power, or privilege.

18. **Severability.** If any provision of this Guaranty is determined to be illegal or unenforceable, all other provisions will nevertheless be effective.

19. **Time of Essence.** Time is strictly of the essence under this Guaranty and any amendment, modification, or revision of this Guaranty.

20. **Authority.** Each individual executing this Guaranty on behalf of Guarantor represents and warrants that he or she is duly authorized to execute and deliver this Guaranty on behalf of the entity in accordance with its governing documents, and that this Guaranty is binding on the entity in accordance with its terms.

21. **Attorneys' Fees.** If Landlord participates in an action against a Guarantor arising out of or in connection with this Guaranty or a Guarantor participates in any such action against the Landlord, the prevailing party will be entitled to have and recover from the other party reasonable attorneys' fees, collection costs, and other costs incurred in, and in preparation for, the action, arbitration, mediation or bankruptcy. Sums owed to Landlord under this Section shall be part of the obligations of Guarantor under this Guaranty.

22. **Notices.** Any notice, request, demand, instruction, or other communication to be given under this Guaranty must be in writing and must be delivered by certified mail, return receipt requested, or by personal delivery, or by reputable overnight messenger (such as Federal Express) for overnight delivery, addressed as follows:

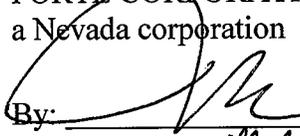
To Landlord:	As set forth in the Lease.
To Guarantor:	Forte Corporation 9595 Wilshire Blvd, Suite 510 Beverly Hills, CA 90210 Attn: Mark Anderson

Notices shall be deemed given: (a) if delivered by certified mail, then on the date shown on the receipt as the date of delivery or date acceptance of delivery was refused; (b) if personally served, then upon receipt or refusal to accept delivery, as indicated by written confirmation of the person delivering the notice; or (c) twenty-four (24) hours after delivery to a reputable overnight delivery service unless otherwise indicated on the records of the delivery service as being delivered on a later date (in which case delivery shall be deemed to have occurred on such later date). Any party may change its address(es) for notices upon fifteen (15) days' prior written notice to the other.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed and delivered as of the date first above written.

GUARANTOR:

FORTE CORPORATION,
a Nevada corporation

By: 
Print Name: Mary Park
Title: Mary Park

Attachment 3

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Beverly Hills
455 North Rexford Drive
Beverly Hills, California 90210

Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned declare that this Memorandum of Lease is exempt from Recording Fees pursuant to California Government Code Section 27383 and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922.

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is dated as of October __, 2010, and is entered into by and between the BEVERLY HILLS BAR & GRILL, a California limited liability company, and CITY OF BEVERLY HILLS, a municipal corporation ("City").

RECITALS

A. Tenant and City have entered into that certain Lease dated October __, 2010 (the "Lease"), pursuant to which City has agreed to lease and demise to Tenant, and Tenant has agreed to lease and accept from City, a portion (the "Premises") of that certain building located in the City of Beverly Hills, County of Los Angeles, State of California, commonly known as 430 N. Camden Drive. The Premises are more particularly described in the Lease.

B. City and Tenant now desire to enter into this Memorandum to comply with applicable law requiring that municipal leases be recorded.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tenant and City agree as follows:

Lease. Landlord hereby leases and demises to Tenant, and Tenant hereby leases and accepts from Landlord, the portion of the Property defined as the "Premises" at 430 N. Camden Drive described in the Lease for a term of ten (10) years (with two 5 year extension options in favor of the Tenant) at the rental rates and upon the other terms and conditions set forth in the Lease, which are incorporated herein by this reference.

Purpose. This Memorandum is prepared for the purposes of recordation only and in no way modifies the terms and conditions of the Lease. In the event any provision of this Memorandum is inconsistent with any term or condition of the Lease, the term or condition of the Lease shall prevail.

Counterparts. This Memorandum may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, taken together, shall be deemed to be one and the same instrument.

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

CITY:

THE CITY OF BEVERLY HILLS

By: _____

Jimmy Delshad
Mayor

ATTEST:

Byron Pope, City Clerk

TENANT:

BEVERLY HILLS BAR & GRILL,
a California limited liability company

By: _____

Print Name: MARY ANNE

Title: Manager

ACKNOWLEDGMENT

State of California)
County of Los Angeles)

On _____, before me, _____,

(insert name and title of the officer)

Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

State of California)
County of Los Angeles)

On _____, before me, _____,

(insert name and title of the officer)

Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)