

1 Michael J. Simkin, Esq., SBN: 143260
2 **SIMKIN & ASSOCIATES, INC.**
3 1925 Century Park East, Suite 2120
4 Los Angeles, CA 90067-2722
5 Telephone: (310) 788-9089
6 Facsimile: (310) 282-7590

7 Attorneys for Plaintiff Wanton Group BTWD, LLC
8 d/b/a Chin Chin BTWD,

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

MAR 18 2011

John A. Clarke/Executive Officer/Clerk
By Amber Lafleur-Clayton Deputy
AMBER LAFLEUR-CLAYTON

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AL0004

DBS Zaven Simanian

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

11 Wanton Group BTWD, LLC d/b/a Chin
12 Chin BTWD,
13 Plaintiff,

14 vs.

15 Douglas Emmett 2002, LLC dba San
16 Vicente Plaza; Douglas Emmett
17 Management, LLC and DOES 1 through
18 20, inclusive,

19 Defendants.

Case No.:

COMPLAINT FOR: B.C. 457620

1. BREACH OF WRITTEN CONTRACT;
2. DECLARATORY RELIEF;
3. INJUNCTIVE RELIEF;
4. UNFAIR TRADE AND BUSINESS PRACTICES;
5. NEGLIGENT MISREPRESENTATION.

20 Plaintiff Wanton Group BTWD, LLC dba Chin Chin BTWD alleges as follows:

21 **GENERAL ALLEGATIONS**

22 1. Plaintiff Wanton Group BTWD, LLC dba Chin Chin BTWD (hereinafter referred to
23 as "Plaintiff"), is now and at all times mentioned in this complaint was, a corporation
24 licensed and authorized to do business, and doing business and conducting business in
25 the City of Los Angeles, County of Los Angeles, State of California.

26 2. Plaintiff is a commercial business operating a "Chin Chin" Chinese restaurant on
27 the premises located at 11740 San Vicente Blvd., Suite 201, Los Angeles, CA 90049
28 (hereafter the "premises").

CIT/CASE: BC457620 LEA/DEF#: 0310
RECEIPT #: CCH503057038
DATE FILED: 03/18/11 01:25:50 PM
PAYMENT: \$5.00
RECEIVED: 395.00

1 3. Plaintiff is informed and believes that Defendant Douglas Emmett 2002, LLC dba
2 San Vicente Plaza (hereinafter referred to as "Landlord"), is now and at all times
3 mentioned in this complaint was, purportedly a Delaware limited liability company. It
4 has at all relevant times conducted business in Los Angeles County, California.
5 Landlord is the owner of the premises.

6 4. Plaintiff is informed and believes that Defendant Douglas Management LLC
7 (hereinafter referred to as "Manager"), is now and at all times mentioned in this
8 complaint was, purportedly a Delaware limited liability company. It has at all relevant
9 times conducted business in Los Angeles County, California. Manager acts as the
10 property manager of the premises and is the sole point of contact to the Landlord for
11 Plaintiff and shares a common ownership with Landlord or is entirely owned by
12 Landlord. (Landlord and Manager will sometimes be collectively referred to herein as
13 "Defendants").

14 5. The true names and capacities, whether individual, corporate, associate or
15 otherwise of the Defendants named as DOES 1 through 20, inclusive, are presently
16 unknown to Plaintiff, who sues these Defendants by such fictitious names. Plaintiff will
17 amend this complaint to state their true names and capacities when the same have
18 been ascertained. Plaintiff is informed and believes, and based thereon alleges that
19 each of the fictitiously named Defendants is responsible in some manner for the
20 damages sustained by Plaintiff or has an ownership interest in, or concerning, the other
21 Defendants or the subject real property described herein.

22 6. Plaintiff is informed and believes and based thereon alleges that at all times
23 mentioned herein unless otherwise noted, each Defendant was either the principal,
24 agent, employer, or employee of each of the remaining Defendants, and in doing the
25 things herein mentioned, was acting within the scope of said agency or employment
26 with the knowledge and consent or subsequent ratification of each of the remaining
27 Defendants.

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1 7. On or about April 25, 2006, a written lease agreement was entered into between
 2 Plaintiff and the Landlord's predecessor in interest, San Vicente Plaza, a California
 3 Limited partnership. A true and correct copy of said lease is attached hereto and
 4 incorporated herein by referenced as Exhibit "1" and is hereafter referred to as the
 5 "Lease". This action concerns the allocation and amount of certain common area
 6 maintenance ("CAM") charges that the Defendants (Landlord and Manager) are forcing
 7 Plaintiff to pay, to which Plaintiff objects.

8 8. The Lease at Section 3.3 (Lease, Page 3) defines "Additional Rent" as follows:

9 **Section 3.3. Additional Rent.** Effective as of the Commencement Date, to the extent that each or all of
 10 the following items are not separately billed to and paid directly by Tenant, then in addition to the
 11 Monthly Base Rent payable as specified hereinabove, Tenant shall pay to Landlord, pursuant to the
 percentages specified in the Summary of Lease Information, the following (which shall collectively
 hereinafter be referred to as "Additional Rent"):

- 12 a) All costs required to provide utility service of any kind to the Premises, and Tenant's prorata
 share of utility services to the Retail Center not otherwise billed to another tenant of the Retail
 Center, all as described in Article 5 herein;
- 13 b) Tenant's pro-rata share of Landlord's taxes and assessments, as described in Article 6 herein;
- 14 c) Tenant's pro-rata share of Common Area Expenses, as described in Article 7 herein;
- 15 d) Tenant's pro-rata share of insurance costs, as described in Article 8 herein; and
- 16 e) Tenant's pro-rata share of any and all other costs, charges or expenses which are not specifically
 excluded in this Lease from the responsibility of Tenant, and/or which are customarily borne by a
 tenant under what is commonly known as a "Net Lease".

17 9. The Summary of Lease Information (Lease, Pages ii-iii) sets forth in Section 3.3
 18 the percentages Plaintiff is to pay for "Additional Rent," as follows:

19	3.3	Additional Rent -- Tenant's Share of	
		Services provided to Retail Center:	
20		Utilities (Per Article 5)	100% of services to Premises and 10.7% of services to Common Area
21		Taxes (Per Article 6)	10.7%
22		Other Common Area Expenses (Per Article 7)	9.40%
23		Insurance (Per Article 8)	10.7%

24 Per the Summary of Lease Information, Section 3.3, Plaintiff is responsible for 9.40% of
 25 "Other Common Area Expenses (Per Article 7)".

26 ///
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1 10. The Lease at Section 7.5 (Lease, Page 8) defines common area expenses as
2 follows:

3 **Section 7.5. Definition of "Expenses".** Landlord shall keep or cause to be kept said Common Area in
4 a reasonably neat, clean and orderly condition, lighted and landscaped, and shall repair any damage to
5 the facilities thereof, but all expenses in connection with said Common Area shall be charged and
6 allocated in the manner set forth in Section 7.6 below. It is understood and agreed that expenses in
7 connection with the Common Area shall include, but are not limited to, all sums expended in connection
8 with said Common Area for parking operations, management fees and costs in connection with the
9 management of the Retail Center, all general maintenance and repairs including all repairs required to be
10 performed by Landlord pursuant to Section 4.1 above, resurfacing, painting, restriping, cleaning,
11 sweeping and janitorial services, maintenance and repair of sidewalks, curbs and signs; sprinkler
12 systems, planting and landscaping; lighting and other utilities; directional signs and other markers and
13 bumpers; maintenance and repair of any fire protection systems, automatic sprinkler systems, lighting
14 systems, storm drainage systems and any other utility systems; personnel to implement such services and
15 to police the Common Area; police and fire protection services; real and personal property taxes and
16 assessments on the improvements and land comprising said Common Area; all costs and expenses
17 pertaining to a security alarm system or other security services for the tenants in the Retail Center;
18 depreciation on maintenance and operating machinery and equipment (if owned) and rent paid for such
19 machinery and equipment (if rented); and adequate public liability and property damage insurance on the
20 Common Area. Landlord may, however, cause any or all of said services to be provided by an
21 independent contractor or contractors.

22 11. Neither the definition of Additional Rent (Lease, Page 3, § 3.3) nor the definition
23 of common area expenses (Lease, Page 8, § 7.5) includes salaries or "general
24 administrative" fees for common area expenses.

25 12. Plaintiff is informed and believes that Defendants overcharged and miscalculated
26 the amounts due by charging Plaintiff a rate of 10.7% for all of Defendants' operating
27 expenses despite the fact that "Other Common Area Expenses (Per Article 7)" (CAM
28 expenses) are to be charged at a rate of 9.40%, as set forth in Paragraph 9, above.
Attached hereto as Exhibit "2" is a true and correct copy of a letter and enclosed 2009
Schedule of Operating Expenses from Manager dated April 15, 2010, which is
incorporated herein by reference. The enclosed 2009 Schedule of Operating Expenses
and 2010 Operating Expense Estimates both show a uniform 10.7% charge to Plaintiff
for all listed expenses. After demand to Defendants for more information, they provided
the Further Operating Expense Detail which is attached hereto as Exhibit "3" is
Defendants' 2009 "Operating Expense Detail" provided by Defendants which further
breaks down the 2009 CAM charges set forth in Exhibit "2". However, with the
exception of utilities, insurance, and real estate taxes which should all be charged at
10.7% to Plaintiff, the rest of the charges should be charged at 9.40% to Plaintiff

1 pursuant to Sections 3.3 and 7.5 of the Lease (with the exception of certain "General
2 and Administrative" items which Plaintiff disputes in their entirety as set forth below).

3 13. Plaintiff is informed and believes that Defendants further charged Plaintiff for
4 certain items that are not considered Additional Rent under Section 3.3 or common area
5 expenses under Section 7.5 of the Lease and/or refused to provide a further explanation
6 of the basis of the charge, and therefore are not legitimate or reasonable charges to
7 Plaintiff.

8 14. For example, for the year 2009 Defendants charged Plaintiff for the following
9 items under their "General and Administrative" category: "Salaries-all," "Management
10 Fees," "License/Fees/Permits," and "General Administrative" (See Exhibit "3"). These
11 items are not defined as Additional Rent or common area expenses under the Lease
12 and/or Defendants refused to provide a further explanation of the basis for these
13 charges to Plaintiff.

14 15. The sums demanded effectively increased Plaintiff's "Additional Rent" far beyond
15 a reasonable or customary amount. Landlord and Manager have threatened that if the
16 "Additional Rent" related to the common area is not paid, the Lease will be terminated
17 and/or the Plaintiff evicted. Plaintiff has been forced to pay these unreasonable
18 "Additional Rent" charges under duress.

19 16. Plaintiff's counsel sent correspondence to Landlord and Manager pointing out
20 that many of the charges added as "additional rent" or CAM charges were not properly
21 chargeable to the Plaintiff. The Defendants have not been willing to provide a detailed
22 explanation or remove the improper charges. Correspondence has been exchanged,
23 including but not limited to the letter dated October 20, 2010 sent by Plaintiff's counsel
24 to Defendants, who still refuse to remove or explain the basis for the salaries and
25 management fees totalling \$183,222 on the last Schedule of Operating Expenses
26 provided (for the 2009 year). Attached hereto as Exhibit "4" is a true and correct copy of
27 said letter which is incorporated herein by reference.
28

1 17. Plaintiff is informed and believes that Defendants have been improperly
2 overcharging Plaintiff for common area expenses and additional rent since 2006, for
3 which Plaintiff seeks damages according to proof at the time of trial. Attached
4 collectively hereto as Exhibit "5" are true and correct copies of Defendants' 2007
5 Schedule of Operating Expenses and 2008 Operating Expense Estimates, both of
6 which also show a uniform 10.7% charge of all expenses to Plaintiff.

7 18. Defendants Landlord and Manager have stated that Plaintiff will be in breach of
8 the Lease and may be evicted if it did or does not pay all of the sums Defendants have
9 demanded or will demand in the future to be paid as additional rent under the Lease.
10 Plaintiff therefore had no choice but to initiate this lawsuit.

11 **FIRST CAUSE OF ACTION**

12 **FOR BREACH OF WRITTEN CONTRACT**

13 (Against All Defendants and Does 1 through 20)

14 19. Plaintiff restates and incorporates herein by reference, as though fully set forth
15 hereat, each and every fact, matter and allegation set forth in Paragraphs 1 through 18,
16 inclusive, all above.

17 20. On or about April 25, 2006, Plaintiff and the Landlord's predecessor in interest,
18 San Vicente Plaza, a California Limited partnership, entered into the Lease as set forth
19 in the General Allegations, above.

20 21. Plaintiff has performed all conditions, covenants, and promises required by it on
21 its part to be performed in accordance with the terms and conditions of the Lease but for
22 those which Plaintiff was prevented or excused from performing as a result of
23 Defendants' breach.

24 22. Defendants breached the Lease by overcharging Plaintiff for common area
25 operating expenses at a rate of 10.7% instead of 9.4%, as set forth in the General
26 Allegations, above.

27 23. Defendants further breached the Lease by charging Plaintiff for certain items that
28 are not considered Additional Rent under Section 3.3 or common area expenses under

1 Section 7.5 of the Lease, including but not limited to salaries and "general
2 administrative" fees, as set forth in the General Allegations, above.

3 24. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered
4 damages in an amount according to proof at trial, but believed to be in excess of
5 \$250,000, plus interest thereon at the legal rate, along with prejudgment interest and
6 attorney's fees and costs.

7 **SECOND CAUSE OF ACTION**

8 **FOR DECLARATORY RELIEF**

9 (Against All Defendants and Does 1 through 20)

10 25. Plaintiff restates and incorporates herein by reference, as though fully set forth
11 hereat, each and every fact, matter and allegation set forth in Paragraphs 1 through 18,
12 inclusive, all above.

13 26. An actual controversy now exists between Plaintiff and Defendants concerning
14 their respective rights, duties, and obligations under the Lease as follows:

15 A. Plaintiff asserts that is obligated to pay for 9.40% of Defendants' common
16 area expenses as set forth in Section 3.3 and 7.5 of the Lease. Defendants
17 contest Plaintiff's assertion is false and otherwise contend that Plaintiff is
18 obligated to pay for 10.7% of Defendants' common area expenses;

19 B. Plaintiff asserts that Defendants cannot charge Plaintiff for items that are
20 not considered Additional Rent under Section 3.3 or common area expenses
21 under Section 7.5 of the Lease, including but not limited to salaries and "general
22 administrative" fees, and that Plaintiff must only reimburse as "additional rent" the
23 Defendants' reasonable and actual expenses for the CAM as described in
24 Articles 5, 6, 7, 8 of the Lease. Defendants contest Plaintiff's assertion is false
25 and otherwise contend that Defendants can charge Plaintiff for items that are not
26 considered Additional Rent under Section 3.3 or common area expenses under
27 Section 7.5 of the Lease, including but not limited to salaries and "general
28 administrative" fees.

1 27. Plaintiff desires a judicial determination and declaration of the parties' respective
2 rights, duties and obligations under the Lease in question, and specifically that:

3 A. Plaintiff is obligated to pay for only 9.40% of Defendants' common area
4 expenses as set forth in Section 3.3 and 7.5 of the Lease.

5 B. Defendants cannot charge Plaintiff for items that are not considered
6 Additional Rent under Section 3.3 or common area expenses under Section 7.5
7 of the Lease, including but not limited to salaries and "general administrative"
8 fees. And Furthermore, salaries and management fees are not proper to pass
9 through to Plaintiff.

10 C. Plaintiff must only pay as "additional rent" its pro-rata share of the
11 Defendants' reasonable and actual expenses for the CAM as described in
12 Articles 5, 6, 7, 8 of the Lease.

13 28. A judicial declaration is necessary and appropriate at this time under the
14 circumstances in order that Plaintiff may ascertain its rights and duties under the subject
15 Agreements.

16 **THIRD CAUSE OF ACTION**

17 **FOR UNFAIR TRADE AND BUSINESS PRACTICES**

18 (Against All Defendants and Does 1 through 20)

19 29. Plaintiff restates and incorporates herein by reference, as though fully set forth
20 hereat, each and every fact, matter and allegation set forth in Paragraphs 1 through 18,
21 inclusive, all above.

22 30. Plaintiff is informed and believes and thereupon alleges that Defendants' actions,
23 including but not limited to overcharging Plaintiff for common area expenses, charging
24 Plaintiff for items not defined as Additional Rent nor properly chargeable under GAAP
25 as common area expenses under the Lease, refusing to reimburse Plaintiff for the
26 overcharges and improper charges, and refusing to provide a further explanation of the
27 basis for the charges charged to Plaintiff, threatening eviction if Plaintiff did not pay in
28 full the demanded charges, as described above, all constitute an unlawful, unfair, and/or

1 fraudulent business practice in violation of Business and Professions Code § 17200 et
2 seq. insofar as Defendants' conduct threatens an incipient violation of an antitrust law,
3 i.e. Business and Professions Code § 16700 et seq., or violates the policy or spirit of
4 one of those laws because its effects are comparable to or the same as a violation of
5 the law, or otherwise significantly threatens or harms competition. Moreover, a
6 business "practice" can violate § 17200 even though it does not affect more than a
7 single "victim." (See *Allied Grape Growers v. Bronco Wine Co.* (1988) 203 Cal.App.3d
8 432, 453).

9 31. In doing the acts alleged, Defendants acted with the intent and purpose to injure
10 Plaintiff and to gain an economic profit from Plaintiff through deceptive business tactics.
11 Plaintiff is informed and believes that Defendants intentionally overcharged Plaintiff for
12 common area expenses, charged Plaintiff for items not defined as Additional Rent or as
13 common area expenses under the Lease, refused to reimburse Plaintiff for the
14 overcharges and improper charges, and refused to provide a further explanation of the
15 basis for the charges charged to Plaintiff, as described above.

16 32. As a direct and proximate result of Defendants' wrongful acts, Plaintiff has
17 suffered and will continue to suffer substantial pecuniary losses. The wrongful acts and
18 omissions of Defendants constitute past and continuing violations of Plaintiff's rights as
19 described herein and are likely to continue and harm Plaintiff unless enjoined by this
20 Court.

21 33. The aforesaid acts of Defendants constitute unlawful, unfair or fraudulent
22 business practices in violation of California Business and Professions Code § 17200 et
23 seq. Plaintiff has been substantially damaged by such unfair, unlawful and fraudulent
24 competition in that, upon information and belief, Defendants have overcharged Plaintiff
25 for common area expenses, charged Plaintiff for items not defined as Additional Rent
26 nor as common area expenses under the Lease, refused to reimburse Plaintiff for the
27 overcharges and improper charges, and refused to provide a further explanation of the
28 basis for the charges charged to Plaintiff. Accordingly, Plaintiff is entitled to a Court

1 order enjoining Defendants from imposing these expenses upon Plaintiff, Defendant
2 may not evict or threaten Plaintiff with eviction for not paying the excess or wrongfully
3 demanded expenses, nor may Defendant assert or declare Plaintiff to be in breach of
4 the Lease pending the outcome of the aforesaid disputes made in good faith by Plaintiff,
5 and further directing Defendants and those acting in concert with them to credit all
6 monies charged to Plaintiff by means of any act or practice declared by this Court to be
7 unlawful or fraudulent or to constitute unfair competition under Business and
8 Professions Code § 17200 et seq.

9 34. Plaintiff has no adequate remedy at law especially as to the threat of eviction. In
10 order to prevent a multiplicity of damage suits and the continuation of the wrongful acts
11 complained of herein, Plaintiff requests an injunction to prevent each of the named
12 Defendants from continuing their wrongful actions as described herein, including but not
13 limited to preventing Defendants from evicting Plaintiff and/or declaring Plaintiff to be in
14 breach of the Lease pending the outcome of the aforesaid disputes made in good faith
15 by Plaintiff.

16 35. Plaintiff is entitled to an award of reasonable attorney fees, together with costs of
17 suit, pursuant to Business and Professions Code section 17082 or as provided by the
18 agreement between Plaintiff and the respective Defendants.

19 **FOURTH CAUSE OF ACTION**

20 **FOR NEGLIGENT MISREPRESENTATION**

21 (Against All Defendants and Does 1 through 20)

22 36. Plaintiff restates and incorporates herein by reference, as though fully set forth
23 hereat, each and every fact, matter and allegation set forth in Paragraphs 1 through 18,
24 inclusive, all above.

25 37. On or about April 25, 2006, Defendants Douglas Emmett 2002, LLC dba San
26 Vicente Plaza and Douglas Emmett Management, LLC made material
27 misrepresentations to James Lee and James Park on behalf of Plaintiff by informing
28 Messrs. Lee and Park that Defendants would charge Plaintiff 9.40% of Defendants'

1 common area expenses pursuant to Section 3.3 of the Lease. Defendants Douglas
2 Emmett 2002, LLC dba San Vicente Plaza and Douglas Emmett Management, LLC
3 further made material misrepresentations to Messrs. Lee and Park by failing to disclose
4 that Defendants would charge to Plaintiff as common area expenses or as additional
5 rent, items such as salaries and general administrative fees. Plaintiff would not have
6 entered into the Lease and expended tens of thousands of dollars on its business if
7 Defendants had fully disclosed the above information.

8 38. Plaintiff is informed and believes that Defendants Douglas Emmett 2002, LLC
9 dba San Vicente Plaza and Douglas Emmett Management, LLC made the
10 aforementioned material misrepresentations to Plaintiff without reasonable ground for
11 believing them to be true, but that said Defendants made the misrepresentations to
12 induce Plaintiff to enter into the Lease and expend thousands of dollars for Defendants'
13 benefit. At the time the misrepresentations were made, Plaintiff was ignorant of the
14 falsity of Defendants' misrepresentations and reasonably believed them to be true.

15 39. In reliance on Defendants' representations, Plaintiff entered into the Lease, and
16 expended hundreds of thousands of dollars, if not millions, on its business.

17 40. As a result of Defendants' wrongful and fraudulent actions as herein alleged,
18 Plaintiff has suffered damages in an amount according to proof at trial, but believed to
19 be in excess of \$250,000, plus interest thereon at the legal rate.

20 41. The aforementioned conduct of Defendants was negligent misrepresentation of
21 and concealment of material facts that were known or should have been known to
22 Defendants and the misrepresentations and concealment were made with conscious
23 disregard of Plaintiff's rights and with the intention on the part of the Defendants thereby
24 depriving Plaintiff of property or legal rights or otherwise causing injury and was
25 despicable conduct that subjected Plaintiff to a cruel and unjust hardship to justify an
26 award of exemplary or punitive damages in an amount according to proof.

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1 **WHEREFORE, PLAINTIFF PRAYS FOR RELIEF AS FOLLOWS:**

2 ON THE FIRST CAUSE OF ACTION FOR BREACH OF CONTRACT:

- 3 1. For an amount according to proof at trial, but believed to be in excess of
4 \$250,000;
5 2. For prejudgment interest as allowed by law;

6 ON THE SECOND CAUSE OF ACTION FOR DECLARATORY RELIEF:

- 7 3. A declaration of the parties' respective rights, duties and obligations under the
8 Agreement at issue;
9 4. A declaration that:
10 A. Plaintiff is obligated to pay for only 9.40% of Defendants' common
11 area expenses as set forth in Section 3.3 and 7.5 of the Lease.
12 B. Defendants cannot charge Plaintiff for items that are not considered
13 Additional Rent under Section 3.3 or common area expenses under
14 Section 7.5 of the Lease, including but not limited to salaries and
15 "general administrative" fees.
16 C. Ordinary management fees are not properly chargeable to Plaintiff
17 as common area expenses.
18 D. Plaintiff must only pay as "additional rent" its pro-rata share of the
19 Defendants' reasonable and actual expenses for the CAM as
20 described in Articles 5, 6, 7, 8 of the Lease.

21 ON THE THIRD CAUSE OF ACTION FOR UNFAIR TRADE AND BUSINESS

22 PRACTICES:

- 23 1. For restitution in an amount according to proof at trial;
24 2. For an injunction against Defendant to prevent it from continuing with its
25 deceptive practices, including but not limited to preventing Defendants from
26 evicting Plaintiff and/or declaring Plaintiff to be in breach of the Lease pending
27 the outcome of the aforesaid disputes made in good faith by Plaintiff.
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3. For reasonable attorney fees, together with costs of suit, pursuant to Business and Professions Code § 17082 or as provided by the Agreements between Plaintiff and Defendant.

ON THE FOURTH CAUSE OF ACTION FOR NEGLIGENT MISREPRESENTATION:

1. For an amount according to proof at trial, but believed to be in excess of \$250,000;
2. For punitive and exemplary damages according to proof.

ON ALL CAUSES OF ACTION:

1. For any applicable reasonable attorney's fees awardable pursuant to any agreement, statute and/or by law;
2. For interest as allowed by law;
3. For cost of suit herein;
4. For such other and further relief as the Court deems just and proper.

Dated: March 18, 2011

SIMKIN & ASSOCIATES, INC.



MICHAEL J. SIMKIN, Attorney for
Plaintiff Wanton Group BTWD, LLC dba Chin
Chin BTWD

03/18/11

83/19/11

ORIGINAL

NNN RETAIL LEASE

Between

**SAN VICENTE PLAZA,
a California limited partnership**

as Landlord

and

**WANTON GROUP BTWD, LLC,
a California limited liability company**

d/b/a Chin Chin BTWD

as Tenant

Dated

April 25, 2006

11/81/05

Box 1

**NNN RETAIL LEASE
SUMMARY OF LEASE INFORMATION***

Date: April 25, 2006
 Landlord: SAN VICENTE PLAZA,
 a California limited partnership
 Tenant: WANTON GROUP BTWD, LLC,
 a California limited liability company
 d/b/a Chin Chin BTWD

SECTION

1.1	Premises:	11740 San Vicente Boulevard, Suite 201 Los Angeles, California 90049
1.2	Rentable Area of Premises:	approximately 3,465 square feet
1.2	Usable Area of Premises:	approximately 3,354 square feet
1.3	Patio Area:	Exhibit H
2.1	Term:	Ten (10) years
	Commencement Date:	May 1, 2006
	Expiration Date:	April 30, 2016
3.1	Monthly Base Rent:	\$13,686.75
3.2	Annual Increases in Monthly Base Rent:	Four percent (4%)
	Date of First Increase:	See Section 3.3.
	Frequency of Increase:	Annually
3.3	Additional Rent -- Tenant's Share of Services provided to Retail Center:	
	Utilities (Per Article 5)	100% of services to Premises and 10.7% of services to Common Area
	Taxes (Per Article 6)	10.7%
	Other Common Area Expenses (Per Article 7)	9.40%
	Insurance (Per Article 8)	10.7%
3.6	Percentage Rent Rate:	6%
	Percentage Rent Period:	Each calendar year during the Term.
	Annual Sales Base	See Section 3.6
7.4	Parking Permits:	Eight (8) parking permit(s) for unreserved space(s)
9.1	Specified Use of Premises:	Retail sale of food
9.1.1	Exclusive:	As a primary business, a full service restaurant serving Asian style prepared food;
21.2	Broker	Douglas, Emmett and Company 808 Wilshire Boulevard, Suite 200 Santa Monica, California 90401
21.9	Tenant's Address for Notices:	
	Before Commencement:	2116 Wilshire Boulevard, Suite 241 Santa Monica, California 90403
	After Commencement:	11740 San Vicente Boulevard, Suite 201 Los Angeles, California 90049
	Contact:	Mr. Wan Lee

21.9 Landlord's Address for Notices: San Vicente Plaza
c/o Douglas, Emmett and Company
808 Wilshire Boulevard, Suite 200,
Santa Monica, California 90401
Attention: Property Management

Exhibit D Signage Deposit: WAIVED
Exhibit G Letter of Credit \$160,000.00

Except as noted hereinbelow, the foregoing Basic Lease Information is hereby incorporated into and made a part of this Lease. The Section reference in the left margin of the Basic Lease Information exists solely to indicate where such reference initially appears in this Lease document. Except as specified hereinbelow, each such reference in this Lease document shall incorporate the applicable Basic Lease Information. However, in the event of any conflict between any reference contained in the Basic Lease Information and the specific wording of this Lease, the wording of this Lease shall control.

11/81/ES

**NNN RETAIL LEASE
TABLE OF CONTENTS**

Article	Page
1 Demise of Premises.....	1
2 Commencement Date and Lease Term	2
3 Rent.....	2
4 Maintenance and Repairs.....	5
5 Utilities Services	6
6 Taxes.....	6
7 Common Areas	7
8 Insurance.....	9
9 Use.....	10
10 Alterations and Additions	13
11 Events of Default	14
12 Damages; Remedies; Re-Entry by Landlord; Etc.....	15
13 Right to Perform Tenant's Covenants	16
14 Landlord's Rights	16
15 Indemnity.....	17
16 Damage or Destruction	17
17 Condemnation.....	18
18 Mortgage Subordination; Attornment.....	18
19 Assignment and Subletting	19
20 Signage.....	22
21 Miscellaneous	22
22 Quiet Enjoyment.....	25
23 Relocation.....	25
24 Options to Extend Term.....	26

Exhibits

- A - Premises Plan
- A - 1 - General Plumbing Services Estimate
- B - *Intentionally Omitted*
- B - 1 - Construction by Tenant During Term
- C - Rules and Regulations
- D - Signage Criteria
- E - *Form of Guaranty - Intentionally Omitted*
- F - Form of Amendment
- G - Form of Letter of Credit
- H - License Agreement

NNN RETAIL LEASE

This NNN Retail Lease, dated April 25, 2006, is made by and between SAN VICENTE PLAZA, a California limited partnership ("Landlord"), with offices at 808 Wilshire Boulevard, Suite 200, Santa Monica, California 90401, and WANTON GROUP BTWD, LLC, a California limited liability company, d/b/a Chin Chin BTWD ("Tenant"), with retail space at 11740 San Vicente Boulevard, Suite 201, Los Angeles, California 90049.

RECITALS

A. Landlord, pursuant to the provisions of that certain written Retail Lease, as amended by that certain Addendum No. 1 to Retail Lease, Addendum No. 2 to Retail Lease, dated November 19, 1984 (the "Original Lease"), leased to Robert Mandler, ("Mandler"), and Mandler leased from Landlord space in the property located at 11740 San Vicente Boulevard, Los Angeles, California 90049, commonly known as Suite 201;

B. Landlord and Mandler subsequently entered into that certain Parking Addendum #3 dated as of November 19, 1984, that certain Agreement dated January 10, 1985, that certain Addendum No. 4 to Retail Lease dated as of November 19, 1984, that certain Lessee's Certificate dated October 20, 1989, and that certain Extension of Lease dated April 26, 1994;

C. Mandler assigned the Lease, and Chin Chin Brentwood Ltd., a California limited partnership ("CCBL") assumed the Lease from Mandler pursuant to that certain Assignment, Assumption and Consent dated May 24, 1994, and Mandler became a Guarantor of the Lease pursuant to that certain Guaranty of Lease;

D. Landlord and CCBL subsequently entered into that certain First Amendment to Retail Lease dated October 31, 2005 (the "First Amendment"), which together with the Original Lease and the documents under Recital B shall hereinafter be collectively referred to as the "Existing Lease";

E. The Term of the Existing Lease expired on December 31, 2005, and CCBL occupies the Premises on a month to month tenancy; and

F. Subject to CCBL's surrender of the Premises in a broom-clean condition, Landlord and Tenant desire that Tenant's occupancy of Suite 201 (from and after the Commencement Date as defined in Section 2.1(a) below) shall be governed by the terms of this Lease.

ARTICLE I DEMISE OF PREMISES

Section 1.1. Premises. Subject to fulfillment of the covenants and provisions contained herein, Landlord leases to Tenant and Tenant leases from Landlord that certain retail space situated in the real property located at 11740 San Vicente Boulevard, Los Angeles, California 90049 (the "Retail Center"), as highlighted on Exhibit A, attached hereto and made a part hereof by reference, which space is more commonly known as Suite ~~210~~²⁰¹ (the "Premises").

Tenant acknowledges that it has made its own inspection of and inquiries regarding the Premises. Therefore, Tenant accepts the Premises in their existing "as-is" condition.

Section 1.1.1. Improvements. Concurrent with Tenant's occupancy of the Premises, which shall not entitle Tenant to any set-off or rent abatement, Tenant shall, at Tenant's sole expense, complete the following improvements to the Premises within one hundred twenty (120) days of the Commencement Date, Tenant shall complete the following improvements using a licensed and bonded contractor approved by Landlord and pursuant to Exhibit B-1 attached hereto and incorporated herein:

- a) Remove floor tile in certain areas of the kitchen (such areas to be determined), strip waterproofing membrane, install new waterproof membrane, install new floor drains and re-tile or install other suitable flooring in certain areas of the kitchen;
- b) Replace water supply line and make plumbing repairs identified by the General Plumbing Services Estimate (see attached Exhibit A-1);
- c) Install seismic bracing for water heater(s) (collectively, the "Improvements").

If Tenant elects to make any other improvements to the Premises during the Term, the same shall be considered a Tenant alteration, to be completed by Tenant, at Tenant's sole expense, pursuant to the provisions of this Lease.

Section 1.2. Rentable Area. Landlord and Tenant agree that the usable area (the "Usable Area") of the Premises has been measured using the June, 1996 standards published by the Building Owners' and Managers' Association ("BOMA"), as a guideline, and that Landlord is utilizing a deemed add-on factor of 0.00% to compute the rentable area (the "Rentable Area") of the Premises. Rentable Area herein is calculated as 1.0 times the estimated Usable Area, regardless of what the actual square footage of the common areas of the Retail Center may be, and whether or not they are more or less than 0.00% of the total estimated Usable Area of the Retail Center. The purpose of this calculation is solely to provide a general basis for comparison and pricing of this space in relation to other spaces in the market area.

Landlord and Tenant further agree that even if the Rentable or Usable Area of the Premises and/or the total Retail Center Area are later determined to be more or less than the figures stated herein, for all

purposes of the Lease, the figures stated herein shall be conclusively deemed to be the actual Rentable or Usable Area of the Premises, as the case may be.

Section 1.3. Patio Area. Subject to (i) the express terms of this Lease (including, without limitation, the provisions of Exhibit H attached hereto and made a part hereof), (ii) Landlord's prior consent, and (iii) compliance with any applicable laws (including, without limitation, obtaining any necessary governmental approvals therefore), Tenant shall be permitted to install at Tenant's sole cost and expense, an awning and tables adjacent to the Premises in a patio area reasonably designated by Landlord. Tenant shall be responsible for all costs associated with (i) the governmental approval process, and (ii) any required alterations or enclosures in connection with such patio area use.

Section 1.4. Rear Corridor Area. It is understood and agreed between the parties that the corridor accessing the rear of the Premises is deemed to be a common area of the Retail Center. Said corridor is available for Tenant's non-exclusive use. However, should said corridor require any repair or maintenance, beyond that required for normal wear and tear, as a result of Tenant's use, then Tenant agrees to bear the cost of such repair and maintenance at Tenant's sole cost and expense.

ARTICLE 2 COMMENCEMENT DATE AND LEASE TERM

Section 2.1. Term. The Term of this Lease shall commence retroactively on May 1, 2006 (the "Commencement Date") and shall end, unless sooner terminated as otherwise provided herein, at midnight on April 30, 2016 (the "Termination Date").

Section 2.2. Holding Over. If Tenant holds over after the expiration or earlier termination of this Lease without the express written consent of Landlord, the tenancy shall be construed to be a tenancy from month-to-month on terms and conditions herein specified so far as applicable, except for the Monthly Base Rent which shall be specified by a thirty day notice in writing by Landlord to Tenant, or, if no notice is given, shall be equal to two hundred percent (200%) of the Monthly Base Rent payable by Tenant the calendar month immediately prior to the date when Tenant commences such holding over (the "Holdover Rent"). Such Holdover Rent shall be paid during such period as Tenant retains possession of the Premises. However, Tenant's payment of such Holdover Rent, and Landlord's acceptance thereof, shall not constitute a waiver any of Landlord's rights or remedies with respect to such holding over and shall not be deemed to be a consent by Landlord to Tenant's continued occupancy or possession of the Premises past the time period covered by such Rent payment. The acceptance of such rent shall not waive any of Landlord's rights or remedies with respect to such holding over and shall not be deemed to be a consent by Landlord to Tenant's occupancy or possession of the Premises.

If Tenant fails to surrender the Premises upon the expiration or earlier termination of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold Landlord harmless from all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure, including without limiting the foregoing, any claims made by any succeeding tenant found upon such failure to surrender, and any lost profits to Landlord resulting therefrom.

ARTICLE 3 RENT

Section 3.1. Rent. Tenant agrees to pay to Landlord as Rent for the Premises:

- a) Monthly Base Rent in the sum of \$13,686.75 per month, which sum shall be subject to adjustment as provided in Section 3.2 hereof; and
- b) Additional Rent as specified in Section 3.3 hereinbelow.
- c) Percentage Rent as specified in Section 3.6 hereinbelow.

All Rent payable by Tenant shall be due on the first calendar day of each month throughout the Term, without setoff or deduction of any kind, or prior notice or demand. All Rent and/or other sums payable by Tenant to Landlord under this Lease shall be paid to Landlord in lawful money of the United States of America at, or to such other person or at such other place as Landlord may from time to time designate in writing. Rent shall not be considered "received" when mailed, or on any other date, other than the date of Landlord's actual receipt.

Concurrent with Tenant's execution and delivery of this Lease document to Landlord, Tenant shall pay the first month's Monthly Base Rent hereunder.

Section 3.2. Increases in Monthly Base Rent.

Commencing on May 1, 2007, and continuing through April 30, 2008, the Monthly Base Rent payable by Tenant shall increase from \$13,686.75 per month to \$14,234.22 per month.

Commencing on May 1, 2008, and continuing through April 30, 2009, the Monthly Base Rent payable by Tenant shall increase from \$14,234.22 per month to \$14,803.59 per month.

Commencing May 1, 2009, and continuing through April 30, 2010, the Monthly Base Rent payable by Tenant shall increase from \$14,803.59 per month to \$15,395.73 per month.

Commencing on May 1, 2010, and continuing through April 30, 2011, the Monthly Base Rent payable by Tenant shall increase from \$15,395.73 per month to \$16,011.56 per month.

Commencing on May 1, 2011, and continuing through April 30, 2012, the Monthly Base Rent payable by Tenant shall increase from \$16,011.56 per month to \$16,652.02 per month.

Commencing on May 1, 2012, and continuing through April 30, 2013, the Monthly Base Rent payable by Tenant shall increase from \$16,652.02 per month to \$17,318.11 per month.

Commencing on May 1, 2013, and continuing through April 30, 2014, the Monthly Base Rent payable by Tenant shall increase from \$17,318.11 per month to \$18,010.83 per month.

Commencing on May 1, 2014, and continuing through April 30, 2015, the Monthly Base Rent payable by Tenant shall increase from \$18,010.83 per month to \$18,731.26 per month.

Commencing on May 1, 2015, and throughout the remainder of the initial Term, the Monthly Base Rent payable by Tenant shall increase from \$18,731.26 per month to \$19,480.51 per month.

Section 3.3. Additional Rent. Effective as of the Commencement Date, to the extent that each or all of the following items are not separately billed to and paid directly by Tenant, then in addition to the Monthly Base Rent payable as specified hereinabove, Tenant shall pay to Landlord, pursuant to the percentages specified in the Summary of Lease Information, the following (which shall collectively hereinafter be referred to as "Additional Rent"):

- a) All costs required to provide utility service of any kind to the Premises, and Tenant's prorata share of utility services to the Retail Center not otherwise billed to another tenant of the Retail Center, all as described in Article 5 herein;
- b) Tenant's pro-rata share of Landlord's taxes and assessments, as described in Article 6 herein;
- c) Tenant's pro-rata share of Common Area Expenses, as described in Article 7 herein;
- d) Tenant's pro-rata share of insurance costs, as described in Article 8 herein; and
- e) Tenant's pro-rata share of any and all other costs, charges or expenses which are not specifically excluded in this Lease from the responsibility of Tenant, and/or which are customarily borne by a tenant under what is commonly known as a "Net Lease".

For the purposes of this Section 3.3, Tenant's share of any expense which is not or cannot be separately billed to Tenant or the Premises, but which, in the reasonable determination of Landlord, is applicable either solely to Tenant, or to Tenant in conjunction with another party or parties, shall be reasonably allocated by Landlord to Tenant and/or to Tenant and such other party or parties, and Tenant shall pay such allocation as Additional Rent. Such allocation(s) by Landlord shall be binding on Tenant unless patently unreasonable. Any item so allocated to Tenant may, in Landlord's discretion, be billed and collected from Tenant in advance pursuant to Section 3.4, billed for payment with the next Monthly Base Rent installment, or billed quarterly or in any other manner reasonably determined by Landlord.

Tenant's non-payment of any billing for Additional Rent shall constitute a material default under the Lease, and Landlord shall have all the rights and remedies provided in Articles 11 and 12 hereof.

Notwithstanding anything herein to the contrary, in addition to the Monthly Base Rent, all other payments to be made by Tenant shall be deemed for the purpose of securing their collection to be Additional Rent under this Lease, whether so designated or not, and shall be due and payable on demand or together with the next succeeding installment of the Monthly Base Rent, whichever shall first occur; and Landlord shall have the same rights and remedies upon Tenant's failure to pay the same as for the non payment of the Monthly Base Rent. Landlord, shall have the right (but not the obligation) to pay for or perform any act which requires the expenditure of any sums of money by reason of the failure or neglect of Tenant to perform any of the provisions of this Lease within any applicable grace period; and, in the event Landlord shall elect to pay such sums or perform such acts requiring money expenditures, Tenant agrees to pay Landlord, upon demand, all such sums, which shall be deemed for the purpose of securing the collection thereof to be Additional Rent.

Section 3.4. Advance Payment of Additional Rent. Landlord may, in Landlord's sole discretion, submit to Tenant a statement of the anticipated monthly Additional Rent estimated to be payable by Tenant for the time period from the submission of such statement through the following December, and Tenant shall pay the prorata portion of said estimate monthly as Additional Rent, concurrently with Tenant's payment of the Monthly Base Rent. Tenant shall continue to pay the same estimated monthly payment as Additional Rent, until notified by Landlord of either a change to such estimate or Landlord's election to no longer require such advance estimated payment.

Section 3.5. Reconciliation of Estimated Payment. As soon as is reasonably possible after the end of any calendar year during the Term, Landlord shall provide to Tenant a reasonably detailed accounting, showing the total Additional Rent as specified in Section 3.3 properly allocable to Tenant for the prior calendar year; the manner in which Landlord computed such allocation, the total estimated payments of Additional Rent, if any, Tenant previously paid for such year, the balance due from or owing to Tenant, if any, and a revised statement of estimated monthly Additional Rent payable by Tenant for the balance of the current year.

If the total estimated payment made by Tenant for Additional Rent for the prior calendar year is more or less than Tenant's actual share of such Additional Rent, Tenant shall:

- a) pay Landlord any underpayment within ten (10) business days after receipt of such accounting from Landlord; or
- b) receive credit for any overpayment within ten (10) business days against any future estimated payment of Additional Rent; and
- c) thereafter pay a revised monthly estimate for Additional Rent, based on such new calculation.

If, after the Term has expired, and whether or not Tenant has vacated the Premises, a final reconciliation is made of Tenant's share of said Additional Rent for the year in which this Lease terminates, which reconciliation indicates a balance is owing from Tenant, Tenant shall pay any sum due within ten (10) business days after Tenant's receipt of such statement from Landlord. Conversely, any

overpayment made by Tenant shall be rebated by Landlord to Tenant concurrently with Landlord's rendering of a final statement to Tenant.

Section 3.6. Percentage Rent.

a) Terms and Definitions:

(i) The "Percentage Rent Rate" shall be six percent (6%).

(ii) The "Percentage Rent Period" shall mean each calendar year during the Term (prorated for any partial calendar year during the Term).

(iii) The "Annual Sales Base" shall be determined using a natural breakpoint as follows: the sales base shall be calculated (and adjusted as Monthly Base Rent and Tenant's Additional Rent under Section 3.3 may change pursuant to the terms and conditions of this Lease) each calendar year by dividing the Monthly Base Rent due for the Percentage Rent Period and Tenant's Additional Rent due under Section 3.3 for the Percentage Rent Period by 0.06. The Annual Sales Base shall be prorated for any partial Percentage Rent Period upon the basis of one-twelfth (1/12th) for each full month of such partial Percentage Rent Period, plus an amount equal to one three hundred sixtieths (1/360ths) for each day if the Commencement Date is other than the first (1st) day of the month.

b) Tenant shall pay to Landlord, as additional rent (hereinafter referred to as "Percentage Rent") for each Percentage Rent Period or partial Percentage Rent Period, a sum equal to the amount, if any, by which six percent (6%) of Tenant's Gross Sales exceeds the Annual Sales Base for the Percentage Rent Period or partial Percentage Rent Period.

c) Percentage Rent shall be determined and paid, without any prior demand therefor, within thirty (30) days after the last day of each Percentage Rent Period during the Term, except that if the Commencement Date is other than the first day of a calendar month, the Gross Sales during the period of the first partial month shall be prorated in the same manner as the Annual Sales Base. The amount of each payment of Percentage Rent shall be equal to the amount of Tenant's Gross Sales in excess of the Annual Sales Base for the immediately preceding Percentage Rent Period multiplied by the Percentage Rent Rate.

Section 3.6.1. Gross Sales. The phrase "Gross Sales", shall mean the dollar total of (a) the aggregate amount of the prices charged for all food, beverages, goods, wares and merchandise sold, leased, licensed or delivered, and all charges for all services sold or performed by Tenant from all business conducted at, upon or from the Premises by Tenant, whether made for cash, by check, on credit, charge accounts or otherwise, without reserve or deduction for inability or failure to collect the same, including, but not limited to, transactions (i) where the orders therefor originate at or are accepted by Tenant in the Premises, but delivery or performance thereof is made from or at any other place; all sales made and orders received in or at the Premises shall be deemed as made and completed therein, even though the payment of account may be transferred to another office for collection, and all orders which result from solicitation off the Premises but which are conducted by personnel operating from or reporting to or under the control or supervision of any employee of Tenant employed at the Premises; (ii) pursuant to mail, telephone, internet, facsimile, or other similar orders received or billed at or from the Premises; (iii) by means of mechanical or other vending devices; (iv) originating from whatever source, and which Tenant in the normal and customary course of Tenant's operations would credit or attribute to Tenant's business conducted in the Premises, and (b) all monies or other things of value received by Tenant from Tenant's operations at, upon or from the Premises which are neither included in nor excluded from Gross Sales by the other provisions of this definition but without duplication, including, without limitation, finance charges, price of gift or merchandise certificates and all deposits not refunded to customers (c) each charge or sale upon installment or credit shall be treated as a sale for the full price in the month during which such charge or sale is made, whether Tenant shall actually receive full or partial payment. Each lease or rental of merchandise shall be treated as a sale in the month during which such lease or rental is made, for a price equal to the total rent payable, (d) fees and other charges for any and all client services (e) for the purpose of ascertaining the amount of Gross Sales upon which the payment of Percentage Rent is to be computed, the following may be excluded from Gross Sales: (i) the exchange of merchandise between stores of Tenant or its subsidiaries where such exchanges are made solely for the convenient operation of Tenant's business and not for the purpose of consummating a sale which has been made at, upon or from the Premises; (ii) returns to shippers or manufacturers; (iii) sales of trade fixtures after use thereof, which are not part of Tenant's stock in trade and not sold in the regular course of Tenant's business; (iv) cash or credit refunds made upon transactions included within Gross Sales but not exceeding the selling price of the merchandise returned by the purchaser; or (v) the amount of any local, county, State or Federal sales, luxury or excise tax on such sales provided such tax is both added to the selling price and paid to the taxing authority by Tenant (but not by any vendor of Tenant) provided, however, no franchise or capital stock tax and no income or similar tax based upon income, profits or gross sales as such, shall be deducted from Gross Sales in any event whatsoever.

As used in this Section 3.6.1., the term "Tenant" shall be deemed to include any of Tenant's subtenants, concessionaires or licensees.

Section 3.6.2. Books and Records. Tenant shall prepare and keep for a period of at least thirty-six (36) months following the end of each Percentage Rent Period, true and accurate books of account and records, conforming to generally sound and accepted accounting principles consistently applied, including, but not limited to, sales tax and other reports filed with governmental agencies, all purchases and receipts of merchandise, inventories and all sales and other transactions by Tenant from which Gross Sales at, upon or from the Premises can be determined. Tenant agrees to record all sales, at the time each sale is made, and to retain cumulative cash register tapes or such other cumulative records concerning such sales as are approved by Landlord.

Section 3.6.3. Reports. Tenant agrees to submit to Landlord on or before the tenth (10th) business day following the end of each calendar month during the Term (including the tenth (10th) business day of the month following the end of the Term) a written statement, signed by an authorized representative of Tenant as true and correct showing the amount of Gross Sales from the business conducted at, upon or from the Premises by Tenant during the preceding calendar month, and an itemization of all permissible deductions therefrom. Tenant further agrees to submit to Landlord on or before the thirtieth (30th) day following the end of each Percentage Rent Period or partial Percentage Rent Period (including the last Percentage Rent Period hereof, as to which Tenant's obligation shall survive the expiration of the Term) a written statement, signed and verified by an authorized representative of Tenant as true and correct, showing the amount of such Gross Sales during the preceding Percentage Rent Period or partial Percentage Rent Period and an itemization of all permissible deductions therefrom. Said annual statement shall also be duly certified to be true and correct in compliance with the definition of Gross Sales contained in Section 3.6.1 by Tenant or an officer of Tenant in accordance with sound and accepted accounting principles consistently applied. The statements referred to in this Section shall be of a form, style and contain details and information as Landlord may reasonably designate and shall be delivered to the address as Landlord may from time to time designate. The acceptance of Landlord of payments of Percentage Rent or Gross Sales reports shall be without prejudice and shall not constitute a waiver of Landlord's right to claim a deficiency in the payment of Percentage Rent or to audit Tenant's books and records. In the event the Commencement Date of the Term is other than the first day of a calendar month, the Gross Sales during the period of the first partial month shall be prorated in the same manner as the Annual Sales Base as provided in Section 3.6 above. If Tenant's Gross Sales are required to be reported on any Federal, State or local sales tax return and Gross Sales so reported on any of said returns shall exceed the Gross Sales as reported by Tenant under this Lease, then the Gross Sales shall be taken at the highest figure so reported. If any governmental authority shall increase the Gross Sales reported by Tenant on any such tax return for any Percentage Rent Period for which such sales have been reported, then Tenant shall notify Landlord promptly of such increase, supply to Landlord a true copy of such governmental action and pay any additional Percentage Rent due under this Lease.

Section 3.6.4. Audit. Not more often than once every twelve (12) months, Landlord shall have the right, upon twenty (20) days' notice to Tenant, to cause a complete audit of all statements of Gross Sales and audit Tenant's books of account and records (including all supporting data and any other records from which Gross Sales may be tested or determined) of Gross Sales disclosed in any statement given to Landlord by Tenant; and Tenant shall make all such records available for such examination at the office where such records are regularly maintained. Landlord shall have the right to copy and duplicate such information as Landlord may require. If any such audit discloses that the actual Gross Sales transacted by Tenant exceed those reported, then Tenant shall pay Landlord such additional Percentage Rent as may be payable and if the excess of Total Gross Sales so disclosed shall be two percent (2%) or more, Tenant shall also pay the reasonable cost of such audit. If such excess shall be less than two percent (2%) of the Total Gross Sales, then Landlord shall pay for the services of such auditors. The furnishing by Tenant of any fraudulent statement shall constitute a breach of this Lease. If any audit shall be commenced by Landlord or if a difference or dispute shall arise concerning Gross Sales, then Tenant's books of account and records, (including all supporting data and any other records from which Gross Sales may be tested or determined) shall be preserved and retained by Tenant until a final resolution of such audit, dispute or difference. Any information obtained by Landlord as a result of such audit shall be treated as confidential, except in any litigation or proceeding between the parties and, except further, that Landlord may disclose such information to prospective purchasers, to prospective or existing lenders, to prospective or existing ground lessors and in any statement filed with the Securities and Exchange Commission, Internal Revenue Service, or other similar governmental agency or pursuant to any subpoena or judicial process. If Landlord shall fail to audit any annual reports within thirty-six (36) months after the same have been actually received by Landlord, then any such report shall be deemed conclusively true and correct, except as to any fraudulent report.

Section 3.7. No Waiver. Landlord shall use commercially reasonable efforts to provide Tenant with a statement outlining the Monthly Base Rent and Additional Rent as specified in Section 3.3 hereunder. Notwithstanding the above, Landlord's failure to submit statements to Tenant or to provide to Tenant a calculation of any increase in Additional Rent due pursuant to this Section 3.7 shall not be deemed to be a waiver of Tenant's requirement to pay sums as herein provided. Tenant's failure to pay any such increase pursuant to this Section 3.7 shall constitute a material default under this Lease.

ARTICLE 4 MAINTENANCE AND REPAIRS

Section 4.1. Repairs by Landlord. Landlord shall keep in good order, condition and repair the foundations, exterior walls (excluding the interior surface of exterior walls and excluding all windows, doors, plate glass and showcases), and roof of the Premises, and as necessary or deemed by Landlord to be appropriate, or when required by governmental authority, make modifications or replacements thereof, except that Tenant shall make all such repairs, modifications or replacements which become necessary or desirable by Tenant's use of the property or the negligence of Tenant, its customers, invitees or employees, unless and to the extent the damage or loss resulting is covered under any policy of insurance of the Landlord and such loss or damage is paid to or on behalf of Landlord, pursuant to such insurance policy. Landlord shall have no obligation to repair until a reasonable time after the receipt by Landlord of written notice of the need for repair. Tenant hereby waives all rights to make repairs at Landlord's expense under the provisions of Section 1932 (1), 1941 and 1942 of the Civil Code of California. Tenant expressly agrees that the use of roof areas shall be limited to ingress for maintenance purposes only, and that said roof areas shall not be used for storage, inventory and other similar uses.

Section 4.2. Repairs by Tenant. Tenant shall, at Tenant's sole cost and expense, decorate, maintain and keep in good order, condition and repair the interior of the Premises, including all heating and electrical equipment; air conditioning equipment, plumbing and sprinkler systems, if any, installed therein or exclusively serving the Premises, and the improvements and equipment installed by Tenant in the Premises, and shall replace all broken glass, including exterior show windows, with glass of the same or similar quality. Tenant shall make all other repairs to or relating to the Premises, whether of a like or different nature, except those which Landlord is specifically obligated to make under the provisions of Section 4.1 above, and except that Tenant shall not be obligated to make structural repairs to the Premises.

Section 4.3. Tenant's Failure to Maintain. If Tenant fails to maintain the Premises in good order, condition and repair, Landlord shall give Tenant notice to do such acts as are reasonably required to so maintain the Premises. If Tenant fails to promptly commence such work and diligently prosecute it to completion, then Landlord shall have the right to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended by Landlord shall be paid by Tenant promptly after demand with interest at fifteen percent (15%) per annum from the date of such work. Landlord shall have no liability to Tenant for any damage, inconvenience or interference with the use of the Premises by Tenant as a result of performing any such work.

Section 4.4. Condition Upon Expiration of Term. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Premises in the same condition as received, ordinary wear and tear and damage by fire, earthquake, act of God or the elements alone excepted, and shall promptly remove or cause to be removed at Tenant's expense from the Premises and the Retail Center any signs, notices and displays placed by Tenant. Tenant agrees to repair any damage to the Premises or the Retail Center caused by or in connection with the removal of any articles of personal property, business or trade fixtures, machinery, equipment, cabinetwork, signs, furniture, movable partitions or permanent improvements or additions, including without limitation thereto, repairing the floor and patching and painting the walls where required by Landlord to Landlord's reasonable satisfaction, all at Tenant's sole cost and expense. Tenant shall indemnify the Landlord against any loss or liability resulting from delay by Tenant in so surrendering the Premises, including, without limitation, any claims made by any succeeding tenant founded on such delay.

Section 4.5. Pest Control. During the Term, Landlord shall, at the expense of Tenant, obtain the services of a qualified licensed pest control service to provide regular, periodic pest control services that it deems necessary or appropriate at the Premises. Any such expenses for such services advanced by Landlord for the benefit of Tenant shall be repaid by Tenant to Landlord with Tenant's next Monthly Base Rent installment. Upon Tenant's failure to pay all or any portion of such expenses with Tenant's next Monthly Base Rent installment, Landlord shall have the rights and remedies as otherwise provided for an event of default under Articles 11 and 12 of this Lease.

Section 4.6. HVAC Service. During the Term, Tenant shall, at Tenant's sole expense, procure and maintain a contract for service to, maintenance and repair of the Heating, Ventilating and Air-conditioning equipment in, upon or serving the Premises from a contractor reasonably acceptable to Landlord.

ARTICLE 5 UTILITIES SERVICES

Section 5.1. Utilities. Landlord agrees that it will cause to be made available to Tenant upon the Premises facilities for the delivery to, distribution within or removal from the Premises of water, sewer service, electricity, gas, telephones and for like common utilities. Tenant, at Tenant's sole expense, agrees to use such utilities with respect to the Premises.

Tenant agrees, at its own expense, to pay for all water, gas, power, heat, sewer charges and electric current and all other similar utilities used by Tenant on the Premises from and after the delivery of possession thereof by Landlord. If any such services are not separately metered to Tenant, Tenant shall pay a reasonable proportion to be determined by Landlord of all charges jointly metered with other premises. If any such charges are not paid when due, Landlord may pay the same and unless such charges are billed and collected from Tenant in advance pursuant to Section 3.4 herein, any amount so paid by Landlord shall be repaid by Tenant to Landlord with Tenant's next Monthly Base Rent installment, or as otherwise billed by Landlord. Upon Tenant's failure to pay all or any portion of such expenses when due, Landlord shall have the rights and remedies as otherwise provided for an event of default under Articles 11 and 12 of this Lease. Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility service being furnished the Premises, and no such failure or interruption shall entitle Tenant to terminate this Lease.

ARTICLE 6 TAXES

Section 6.1. Real Property Taxes. Tenant agrees to pay all real estate taxes and assessments applicable to the Premises or levied and assessed for any year upon the Premises and the underlying realty. If Landlord does not have the Premises separately assessed for tax purposes, then and in that event the taxes and assessments on the Premises shall be apportioned according to the usable area of the Premises, as it relates to the usable area of the Retail Center. Unless Landlord elects to bill and collect from Tenant such taxes and assessments in advance pursuant to Section 3.4 herein, Tenant agrees to pay such taxes and assessments semi-annually, within ten (10) days after written notice from Landlord to Tenant advising Tenant of the amount of such taxes and assessments then due, and Tenant's share thereof. Upon Tenant's failure to pay all or any portion of such taxes and assessments when due,

Landlord shall have the rights and remedies as otherwise provided for an event of default under Articles 11 and 12 of this Lease. With respect to any assessment which may be applicable to the Premises or levied upon or against the Premises, or Retail Center or which under the laws then in force may be evidenced by improvement or other bonds, or may be paid in annual installments, only the amount of such annual installment (with appropriate proration for any partial year) and statutory interest shall be included within the computation of annual taxes and assessments to be paid by Tenant hereunder.

Section 6.2. Personal Property Taxes. Tenant shall pay, before delinquency, all taxes, assessments, license fees and public charges levied, assessed or imposed upon or measured by the value of personal property or its business operation, including but not limited to the furniture, fixtures, leasehold improvements, equipment and other property of Tenant at any time situated on or installed in the Premises by Tenant. If at any time during the Term any of the foregoing are assessed as a part of the real property of which the Premises are a part, and unless such amounts are billed to and collected from Tenant in advance pursuant to Section 3.4 herein, Tenant shall pay to Landlord upon demand the amount of such additional taxes as may be levied against said real property by reason thereof. For the purpose of determining said amount, figures supplied by the County Assessor as to the amount so assessed shall be conclusive.

Section 6.3. New or Other Taxes. Tenant shall reimburse Landlord upon demand for any and all taxes payable by Landlord (other than net income, estate and inheritance taxes) whether or not now customary or within the contemplation of Landlord and Tenant including, but not limited to, taxes or other levies:

- a) upon, allocable to, or measured by any rent payable hereunder, of the Retail Center or any portion thereof, including without limitation, any gross income tax or excise tax levied by the City, County, State or any other governmental body with respect to the receipt of such rent;
- b) upon or with respect to the possession, leasing, operating, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion thereof, and including gross receipts or similar taxes based upon the activities of Tenant; or
- c) upon this transaction or any document to which Tenant is a party creating or transferring an interest in the Premises.

If it becomes unlawful for Tenant to so reimburse Landlord, the rent payable to Landlord under this Lease shall be revised to net the Landlord the same rent after imposition of any such tax as would have been payable to Landlord prior to the imposition of any such tax.

ARTICLE 7 COMMON AREAS

Section 7.1: Definition. "Common Area" shall, for the purposes of this Lease, mean the portions of the Retail Center which have at the time in question been designated and improved for common use by or for the benefit of more than one tenant or occupant of the Retail Center, which may include, without limitation, land and facilities utilized for parking areas; service corridors and stairways providing access from store premises; landscaped areas; exterior walks, stairways, elevators, escalators and/or ramps; interior corridors, elevators, stairs, and/or balconies; directory equipment; wash rooms, drinking fountains, toilets and other public facilities. Certain areas and facilities of the Retail Center of the type enumerated or contemplated hereinabove may, in Landlord's sole discretion and in certain circumstances, be excluded from the Common Area (e.g. stairways, washrooms or parking areas which are or become a part of the premises leased by or designated for the exclusive use of a particular tenant or tenants) and only those specific facilities which, from time to time are specifically designated as such by Landlord, shall specifically be deemed a Common Area.

Section 7.2. Availability. Subject to compliance with the Rules and Regulations contained in Exhibit C, attached hereto and made a part hereof by reference; such other reasonable rules and regulations as Landlord shall make for the control of the Retail Center, and Landlord's reasonable control, during normal business hours Tenant and its agents, clients, contractors, directors, employees, invitees, licensees, officers, partners or shareholders shall have the reasonable non-exclusive use of the Common Area of the Retail Center, as designated or relocated by Landlord from time to time.

Section 7.3. Landlord's Management and Control. All Common Area shall be subject to the exclusive control and management of Landlord or such other persons or nominees as Landlord may have delegated or assigned to exercise such management or control, in whole or in part, in Landlord's place and stead. In no event shall Tenant have the right to sell or solicit in any manner in any of the Common Area unless specifically approved in writing by Landlord.

- a) Landlord shall have the right to alter designations of Common Area, to close, if necessary, all or any portion of the Common Area to such extent as may in the opinion of Landlord's counsel be legally necessary to prevent a dedication thereof or the accrual of any rights of any person or of the public therein; to close temporarily all or any portion of the Common Area to discourage non-customer use; to use portions of the Common Area while engaged in making additional improvements or repairs or alterations to the Retail Center; and to do and perform such other acts in, to, and with respect to, the Common Area as in the use of good judgment Landlord shall determine to be appropriate for the Retail Center.
- b) Landlord shall have the right to increase or reduce the Common Area, to rearrange the parking spaces and improvements on the Common Area, and to make such changes therein and thereto from time to time which in its opinion are deemed to be desirable in its operation of the Retail Center; provided, however, access to the Premises is not adversely affected.

03/18/11

- c) The Landlord and Landlord's nominees shall have the right to establish, and from time to time change, alter and amend, and to enforce against the Tenant and the other users of said Common Area such reasonable rules and regulations (including the exclusion of employees' parking from all or a part thereof) as may be deemed necessary or advisable for the operation and maintenance of the Retail Center. The rules and regulations may include, without limitation, the hours during which the Common Area shall be open for use. Landlord may, if in its opinion the same be advisable, establish a system or systems of parking validation or other type of parking operation or control, with rent or usage charges, if any, determined by Landlord from time to time, in its absolute discretion, and the Tenant agrees to conform to and abide by all such rules and regulations in its use and the use of its customers and patrons with respect to said Common Area.

Section 7.4. Parking.

Section 7.4.1. Employee Parking. Throughout the Term, Tenant shall be entitled to purchase eight (8) parking permits for eight (8) single unreserved parking spaces at the Retail Center, two (2) of which may be used for delivery vehicles,] the location of which parking space shall be designated by Landlord in Landlord's sole and absolute discretion. Except as otherwise permitted by Landlord's management agent in its sole discretion, and based on the availability thereof, in no event shall Tenant be entitled to purchase more than the number of parking permits initially purchased by Tenant. The parking rates to be paid by Tenant for such permits shall be at the then-posted parking rates and charges, plus applicable taxes. Landlord shall retain sole discretion to designate the location of each parking space, and whether it shall be assigned or unassigned, unless specifically agreed to otherwise in writing between Landlord and Tenant.

Except as set forth above, Tenant and the employees of Tenant and the other tenants of Landlord within the Retail Center shall not be permitted to park their automobiles in the automobile parking areas which may from time to time be designated as common area parking for patrons of the Retail Center. Tenant shall furnish Landlord with its and its employees' license numbers within fifteen (15) days after taking possession of the Premises and Tenant shall thereafter notify Landlord of any changes within five (5) days after such change occurs. If Tenant, or its employees, or its agents working on the Premises, park their cars in parking areas not designated for their use, then Landlord may charge Tenant twenty dollars (\$20.00) per day for each day or partial day per car parked in areas so designated, as and for liquidated damages.

Section 7.4.2. Patron Parking. Tenant's patrons shall be entitled to ninety (90) minutes free parking prior to 6:00 p.m. and one hundred twenty (120) minutes free parking after 6:00 p.m., seven (7) days per week, provided that any time in excess of the foregoing shall be charged at the hourly rate charged by Landlord for such parking. The charge for patron parking space shall be as determined by Landlord from time to time, in its sole discretion.

Section 7.5. Definition of "Expenses". Landlord shall keep or cause to be kept said Common Area in a reasonably neat, clean and orderly condition, lighted and landscaped, and shall repair any damage to the facilities thereof, but all expenses in connection with said Common Area shall be charged and allocated in the manner set forth in Section 7.6 below. It is understood and agreed that expenses in connection with the Common Area shall include, but are not limited to, all sums expended in connection with said Common Area for parking operations, management fees and costs in connection with the management of the Retail Center, all general maintenance and repairs including all repairs required to be performed by Landlord pursuant to Section 4.1 above, resurfacing, painting, restriping, cleaning, sweeping and janitorial services, maintenance and repair of sidewalks, curbs and signs; sprinkler systems, planting and landscaping; lighting and other utilities; directional signs and other markers and bumpers; maintenance and repair of any fire protection systems, automatic sprinkler systems, lighting systems, storm drainage systems and any other utility systems; personnel to implement such services and to police the Common Area; police and fire protection services; real and personal property taxes and assessments on the improvements and land comprising said Common Area; all costs and expenses pertaining to a security alarm system or other security services for the tenants in the Retail Center; depreciation on maintenance and operating machinery and equipment (if owned) and rent paid for such machinery and equipment (if rented); and adequate public liability and property damage insurance on the Common Area. Landlord may, however, cause any or all of said services to be provided by an independent contractor or contractors.

Section 7.6. Tenant's Share of Common Area Expenses. Tenant's proportionate share of Common Area Expenses shall be determined on the basis of the proportion of such expenses which the rentable area in the Premises bears to the total rentable area in the Retail Center, including the Premises. Tenant shall pay to Landlord, as Additional Rent, Tenant's pro rata share of the Common Area Expenses in the manner set forth in Section 3.3 or 3.4 above.

There shall be an appropriate adjustment of Tenant's share of the Common Area Expenses as of the commencement of rents and expiration of the Term; Landlord's method of calculation of said adjustment shall be final and determinative unless patently unreasonable.

Tenant's failure to pay any of the charges required to be paid per this Article 7 shall constitute a material default under this Lease, and Landlord shall have the rights and remedies otherwise provided for an event of default under Articles 11 and 12 of this Lease.

**ARTICLE 8
INSURANCE**

Section 8.1. Tenant Obligation.

(a) Prior to the Commencement Date and thereafter during the Term of this Lease, Tenant shall secure and maintain, at its own expense throughout the Term of this Lease the following minimum types and amounts of insurance, in form and in companies acceptable to Landlord, insuring Tenant, its employees, agents and designees:

i) Workers' Compensation Insurance, the amount and scope of which shall be the greater of (1) the insurance currently maintained by Tenant, or (2) the amount and scope required by statute or other governing law.

ii) Employer's Liability Insurance in amounts equal to the greater of (1) the insurance currently maintained by Tenant, or (2) the following: Bodily Injury by accident - \$1,000,000.00 each accident; Bodily Injury by disease - \$1,000,000.00 policy limit; and Bodily Injury by disease - \$1,000,000.00 each employee.

iii) Commercial General Liability and Umbrella Liability Insurance on an occurrence basis, without claims-made features, with bodily injury and property damage coverage in an amount equal to the greater of (1) the insurance currently maintained by Tenant or (2) a combined single limit of One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) per year; and such insurance shall include the following coverages: (A) Premises and Operations coverage with X, C, and U exclusions for explosion, collapse, and underground property damage deleted under both premises/operations and contractual liability coverage parts, if applicable; (B) Owner and Contractor Protective coverage; (C) Products and Completed Operations coverage; (D) Blanket Contractual coverage, including both oral and written contracts; (E) Personal Injury coverage; (F) Broad Form Comprehensive General Liability coverage (or its equivalent); and (G) Broad Form Property Damage coverage, including completed operations.

iv) All risk of standard fire insurance and extended coverage with vandalism and malicious mischief and sprinkler leakage endorsements, insuring fixtures, glass, equipment, merchandise, inventory and other elements of Tenant's Property in and all other contents of the Premises. Such insurance shall be in an amount equal to 100% of the replacement value thereof (and Tenant shall re-determine the same as frequently as necessary in order to comply herewith). The proceeds of such insurance, so long as this Lease remains in effect, shall be used to repair and/or replace the items so insured.

v) A commercially reasonable and customary policy of business interruption insurance with respect to the operation of Tenant's business.

vi) Any other forms of insurance Landlord may require from time to time, in form and amounts and for insurance risks against which a prudent tenant of comparable size in a comparable business would protect itself.

b) All insurance policies maintained to provide the coverages required pursuant to this Lease shall:

i) Be issued by insurance companies authorized to do business in the state in which the leased premises are located, and with companies rated, at a minimum "A IX" by A.M. Best;

ii) Be subject to the prior approval of Landlord (which approval shall not be unreasonably withheld) as to form, substance and insurer;

iii) Provide for a deductible only so long as Tenant shall remain liable for payment of any such deductible in the event of any loss;

iv) Contain appropriate cross-liability endorsements denying Tenant's insurers the right of subrogation against Landlord as to risks covered by such insurance, without prejudice to any waiver of indemnity provisions applicable to Tenant and any limitation of liability provisions applicable to Landlord hereunder, of which provisions Tenant shall notify all insurance carriers;

v) Contain provisions for at least ten (10) days advance written notice to Landlord of cancellation due to non-payment and thirty (30) days advance written notice to Landlord of material modification or cancellation for any reason other than non-payment; and

vi) Stipulate that coverages afforded under such policies are primary insurance as respects Landlord and that any other insurance maintained by Landlord are excess and non-contributing with the insurance required hereunder.

c) No endorsement limiting or excluding a required coverage is permitted.

d) Tenant shall deliver to Landlord upon execution of this Lease, written evidence of insurance coverages required herein. Tenant shall deliver to Landlord no less than fifteen (15) days prior to the expiration of any required coverage, written evidence of the renewal or replacement of such coverage. Landlord's failure at any time to object to Tenant's failure to provide the specified insurance or written evidence thereof (either as to the type or amount of such insurance) shall not be deemed as a waiver of Tenant's obligations under this Section.

e) Landlord shall be named as an additional insured on Tenant's policies of General Liability and Umbrella Liability insurance and as a loss payee on the Tenant's policies of All Risk insurance as their interest may appear. Tenant shall deliver to Landlord the appropriate endorsements evidencing additional insured and loss payee status. Any claim for loss under said insurance policies shall be payable notwithstanding any act, omission, negligence, representation, misrepresentation or other conduct or misconduct of Tenant which might otherwise cause cancellation, forfeiture or reduction of such insurance.

- f) The insurance requirements in this Section shall not in any way limit, in either scope or amount, the indemnity obligations separately owed by Tenant to Landlord under this Lease.
- g) Nothing herein shall in any manner limit the liability of Tenant for non-performance of its obligations or for loss or damage for which Tenant is responsible. The aforementioned minimum limits of policies shall in no event limit the liability of Tenant hereunder.
- h) Tenant may, at its option, satisfy its insurance obligations hereunder by policies of so-called blanket insurance carried by Tenant provided that the same shall, in all respects, comply with the provisions hereof. In such event, Tenant shall not be deemed to have complied with its obligations hereunder until Tenant shall have obtained and delivered to Landlord a copy of each such policy together with an appropriate endorsement or certificate applicable to and evidencing full compliance with the specific requirements of the Lease (irrespective of any claim which may be made with respect to any other property or liability covered under such policy), and until the same shall have been approved by Landlord in writing.

After Tenant takes occupancy of the Premises, Tenant shall not violate or permit in, on or upon the Premises the violation of any condition imposed by such standard fire insurance policies as are normally issued for office buildings in the City or County of Los Angeles. Tenant shall not do, suffer or permit anything to be done, or keep, suffer or permit anything to be kept, in the Premises which would increase the risk ratings or premium calculation factors on the Retail Center or property therein (collectively an "Increased Risk"), or which would result in insurance companies of good standing refusing to insure the Retail Center or any property appurtenant thereto in such amounts and against such risks as Landlord may reasonably determine from time to time are appropriate.

Notwithstanding the above, if additional insurance is available to cover such Increased Risk, Tenant shall not be in default hereunder if:

- a) Tenant authorizes Landlord in writing to obtain such additional insurance; and
- b) prepays the annual cost thereof to Landlord for such additional coverage, as well as the additional costs, if any, of any increase in Landlord's other insurance premiums resulting from the existence or continuance of such Increased Risk.

Section 8.2. Landlord Obligation.

- a) Landlord shall secure and maintain during the Term of this Lease the following insurance:
 - i) Commercial General Liability and Umbrella Liability insurance relating to Landlord's operation of the Retail Center, for personal and bodily injury and death, and damage to other's property.
 - ii) All risk of standard fire insurance and extended coverage including vandalism and malicious mischief and sprinkler leakage endorsements relating to the Retail Center, the parking facilities, the common area improvements and any and all improvements installed in, on or upon the Premises and affixed thereto (but excluding Tenant's fixtures, furnishings, equipment, personal property or other elements of Tenant's property;
 - iii) Such other insurance (including, without limitation, boiler and machinery, rental loss, earthquake and/or flood insurance) as Landlord reasonably elects to obtain or any Lender requires.
- b) Insurance effected by Landlord under this Section 8.2 will be:
 - i) In amounts which Landlord from time to time determines sufficient or which any Lender requires; and
 - ii) Subject to such deductibles and exclusions as Landlord deems appropriate.
- c) Notwithstanding any contribution by Tenant to the cost of insurance premiums as provided herein, Tenant acknowledges that Tenant has no right to receive any proceeds from any insurance policies carried by Landlord.

Section 8.3. Payments by Tenant of Cost of Insurance Obtained by Landlord. Tenant agrees to pay all insurance premiums and all the costs of the insurance obtained and kept in force by Landlord pursuant to Section 8.2 herein. If such insurance obtained and kept in force by Landlord pursuant to Section 8.2 herein covers and insures other retail premises in addition to the Premises, Tenant's share shall be determined by Landlord pursuant to Section 3.3 above.

Section 8.4. Subrogation Waiver. Tenant and Landlord agree that if a loss occurs due to any of the perils for which they have agreed to provide insurance, that each party shall look solely to its insurance for recovery. Landlord and Tenant hereby grant to each other, on behalf of any insurer providing insurance to either of them with respect to the Premises, a waiver of any right of subrogation which any such insurer of one party may acquire against the other by virtue of payment of any loss under such insurance.

**ARTICLE 9
USE**

Section 9.1. Specific Use. Tenant shall use the Premises solely for the purposes specified in the Summary of Lease Information (the "Specific Use"). Tenant shall not use or permit the Premises to be used for any other purpose or purposes whatsoever without the prior written consent of the Landlord which it may withhold in its absolute discretion. The restriction on use contained herein shall be binding upon any approved assignee or sublessee of the Premises.

Section 9.2. Exclusive Use. Landlord represents that, to the best of Landlord's knowledge, Tenant's Specified Use of the Premises does not now, nor will it in the future, conflict with exclusive use provisions granted by Landlord in other leases for the Retail Center.

Provided that Tenant has received written notice of the same from Landlord, Tenant covenants that it shall not engage in activities in the future which will conflict with exclusive use provisions either currently granted by Landlord, or granted by Landlord after the Commencement Date to other tenants in the Retail Center.

Any proposed revision by Tenant of the Specified Use shall be for a use consistent with those found in other first-class retail centers. Specifically, without limiting the generality of the foregoing, Tenant agrees that in no event shall the Premises be used by Tenant or any assignee, subtenant, or other successor in interest to Tenant for any of the following uses, for which Landlord has already granted exclusive rights:

- a) as a primary business, the retail sale of vitamins, mineral supplements or sports nutrition supplements, (and for the purposes of this clause, "primary business" shall be defined as more than fifty-one percent (51%) of the total floor area devoted to the sale of said items);
- b) as a primary business, the sale of juices and blended drinks (including, but not limited to smoothies);
- c) as a primary business, the sale of Mexican style prepared food;
- d) the provision of optometric and/or optical services and/or the sale of prescriptive glasses, sunglasses or contact lenses;
- e) the provision of custom tailoring and/or alteration services;
- f) as a primary business, the retail sale of children's clothing and related children's gift items;
- g) as a primary business, the retail or consignment sale of antique furniture or artifacts.

Section 9.2.1 Exclusive Use-Asian Style Food. Tenant shall have the exclusive use in the Retail Center in which the Premises are located for the primary business of a full service restaurant serving Asian style prepared food, and Landlord shall hereafter enter into no lease or rental agreement permitting use for the primary business of a full service restaurant serving Asian style prepared food without the express written approval of Tenant.

Section 9.3. Suitability and Condition of the Premises. TENANT ACKNOWLEDGES THAT NEITHER LANDLORD NOR ANY AGENT OF LANDLORD HAS MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WITH RESPECT TO THE CONDITION, SUITABILITY OR USABILITY OF THE PREMISES OR THE RETAIL CENTER FOR THE SPECIFIED USE, THE CONDUCT OF TENANT'S BUSINESS, THE LEGALITY OF TENANT'S PROPOSED BUSINESS OR IMPROVEMENTS UNDER APPLICABLE LAWS, INCLUDING, WITHOUT LIMITATION, ZONING LAWS OR OTHER GOVERNMENTAL REGULATIONS, NOR HAS LANDLORD AGREED TO UNDERTAKE ANY MODIFICATION, ALTERATION OR IMPROVEMENT TO THE PREMISES EXCEPT AS EXPRESSLY PROVIDED IN THIS LEASE. TENANT SHALL BE SOLELY RESPONSIBLE FOR OBTAINING ALL LICENSES, PERMITS AND/OR OTHER APPROVALS REQUIRED BY ANY GOVERNMENTAL AUTHORITY HAVING JURISDICTION OVER THE PREMISES FOR THE CONDUCT OF THE SPECIFIED USE IN THE PREMISES BY TENANT AND ALL FUTURE TENANTS, INCLUDING, WITHOUT LIMITATION, ANY AND ALL BUSINESS LICENSES, BUSINESS PERMITS, CONDITIONAL USE PERMITS, AND/OR ANY LIQUOR LICENSES REQUIRED, ALLOWING THE PREMISES TO BE USED FOR THE SPECIFIED USE PROVIDED THAT NO SUCH LICENSE, PERMIT AND/OR APPROVAL SHALL IMPOSE ANY BURDEN, CONDITION OR OTHER LIMITATION ON LANDLORD OR THE REAL PROPERTY UNLESS LANDLORD SHALL HAVE GIVEN ITS PRIOR WRITTEN CONSENT THERETO (COLLECTIVELY, THE "PERMITS") AND LANDLORD MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT SUCH PERMITS HAVE OR CAN BE OBTAINED. TENANT ACKNOWLEDGES, AGREES AND ASSUMES THE RISK THAT IF THE PERMITS HAVE NOT OR CANNOT BE OBTAINED, TENANT WILL NOT BE ABLE TO USE THE PREMISES FOR THE SPECIFIED USE BUT THIS LEASE WILL NEVERTHELESS CONTINUE IN FULL FORCE AND EFFECT SUBJECT TO THE EXPRESS TERMS AND PROVISIONS HEREOF. TENANT HEREBY WAIVES ANY RIGHT TO CANCEL, REFORM OR RESCIND THIS LEASE IF TENANT FAILS TO OBTAIN THE PERMITS.

TENANT, ON BEHALF OF ITSELF AND ITS AGENTS, CONTRACTORS, DIRECTORS, EMPLOYEES, LICENSEES, OFFICERS, PARTNERS OR SHAREHOLDERS, DOES AND SHALL HEREBY FOREVER INDEMNIFY, DEFEND AND HOLD LANDLORD AND LANDLORD'S AFFILIATES, AGENTS, ASSIGNS, CONTRACTORS, DIRECTORS, EMPLOYEES, OFFICERS, PARENT ORGANIZATION, PARTNERS, REPRESENTATIVES, SHAREHOLDERS, AND SUBSIDIARIES (INDIVIDUALLY AND COLLECTIVELY THE "INDEMNITEES") HARMLESS FROM AND FOREVER RELEASE, REMISE, DISCHARGE, ACQUIT AND RELIEVE THE INDEMNITEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, OBLIGATIONS, LIABILITIES, AGREEMENTS, DAMAGES, COSTS (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES), LOSSES, OR LIABILITY OF ANY KIND OR NATURE, WHETHER ASSERTED, KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, IN ANY WAY CONNECTED WITH, WHICH ANY ONE OR MORE OF THE INDEMNITEES MAY SUSTAIN OR INCUR BY REASON OF, RELATED TO, ASSOCIATED WITH, OR ARISING OUT OF TENANT'S INABILITY TO OBTAIN THE PERMITS. THE TAKING OF

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POSSESSION OF THE PREMISES BY TENANT SHALL CONCLUSIVELY ESTABLISH THAT THE PREMISES WERE AT SUCH TIME IN SATISFACTORY CONDITION.

SOLELY AS IT RELATES TO THE PERMITS, TENANT HEREBY EXPRESSLY WAIVES ALL RIGHTS AND BENEFITS CONFERRED BY THE PROVISIONS OF SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH READS AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE AND WHICH, IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

IN SO DOING, TENANT ACKNOWLEDGES THAT IT WILL BE UNABLE TO MAKE ANY CLAIM AGAINST LANDLORD OR ANY OTHER INDEMNITEES FOR DAMAGES THAT MAY EXIST AS OF THE DATE OR AFTER THE DATE OF THIS RELEASE, BUT WHICH TENANT DOES NOT KNOW TO EXIST, AND WHICH, IF KNOWN, WOULD MATERIALLY HAVE AFFECTED TENANT'S DECISION TO EXECUTE THIS DOCUMENT, REGARDLESS OF WHETHER TENANT'S LACK OF KNOWLEDGE, IF ANY, IS THE RESULT OF IGNORANCE, OVERSIGHT, ERROR, NEGLIGENCE OR OTHER CAUSE.

Tenant's initials

Section 9.4. Prohibited Uses.

- a) Tenant shall not install, maintain, use or allow in or upon the Premises any pinball machine, coin operated music machine or other coin operated amusement device of any kind or character.
- b) Tenant further covenants and agrees that it will not use or suffer or permit any person or persons to use the Premises or any part thereof for conducting therein a second-hand store, auction, distress or fire sale or bankruptcy or going-out-of-business sale, or for any use or purpose in violation of the laws of the United States of America or the State in which the Premises is located, or the ordinances, regulations and requirements of the City and County wherein the Premises are situated, or other lawful authorities, and that during said Term the Premises, and every part thereof, shall be kept by the Tenant in a clean and wholesome condition, free of any objectionable noises, odors or nuisances, and that all health, police and other governmental regulations shall, in all respects and at all times, be fully complied with by the Tenant.
- c) Tenant may not display or sell merchandise or allow carts, portable signs, devices or any other objects to be stored or to remain outside the defined exterior walls and permanent doorways of the Premises except as may be specifically approved in writing by Landlord which approval may be revoked at any time.
- d) Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate or affect any fire or other insurance upon the Premises or the Retail Center or any of its contents (unless Tenant shall pay any increased premium as a result of such use or acts), or cause a cancellation of any insurance policy covering the Premises or the Retail Center or any of its contents, nor shall Tenant sell or permit to be kept, used or sold in or about said Premises any articles which may be prohibited by a standard form policy of fire insurance.
- e) Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Retail Center or any other building in the Retail Center, or injure or annoy them or use or allow the Premises to be used for any unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises.
- f) Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation or requirement of duly constituted public authorities now in force or which may hereafter be enacted or promulgated. Tenant shall at its sole cost and expense promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar body now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not relating to or affecting the condition, use or occupancy of the Premises, or not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of the fact as between Landlord and Tenant.
- g) Tenant agrees, at Tenant's cost and expense: (i) to comply with all present and future governmental laws, ordinances, orders and regulations concerning Tenant's use of the Premises (including Tenant's alterations and additions thereto); and (ii) to comply with all present and future rules, regulations and recommendations of the National Fire Protection Association (or any successor organization), Landlord's insurance carriers and organizations establishing insurance rates concerning Tenant's use of the Premises (including Tenant's alterations and additions thereto); and (iii) to comply with all restrictive covenants of record which affect or are

applicable to the Retail Center and/or the Premises and/or the Common Area, provided, however, the same do not prohibit the Permitted Use of the Premises.

Tenant further agrees not to suffer, permit or commit any waste, nor to allow, suffer or permit any odors, vapors, steam, water, vibrations, noises or undesirable effects to emanate from the Premises or any equipment or installation therein into other portions of the building of which the Premises forms a part or into the Retail Center, or otherwise to allow, suffer or permit the Premises or any use thereof to constitute a nuisance or unreasonably to interfere with the safety, comfort or enjoyment of the Retail Center by Landlord, any other occupants of the Retail Center or their customers, invitees or any others lawfully in or upon the Retail Center. Upon written notice by Landlord to Tenant that any of the aforesaid is occurring, Tenant agrees forthwith to cease and discontinue the same and within ten (10) days thereafter to make such changes in the Premises and/or install or remove such apparatus or equipment therein or therefrom as may be required by Landlord for the purpose of obviating any such condition; and if any such condition is not so remedied, then Landlord may, at its option, enter upon the Premises and cure such condition in any manner Landlord shall deem necessary and add the cost and expense incurred by Landlord together with all damages, including reasonable attorneys' fees, sustained by Landlord to the next installment of the Monthly Base Rent due and Tenant agrees to pay such amount. Tenant hereby further agrees to indemnify and save Landlord free and harmless from all fines, claims, demands, actions, proceedings, judgments and damages (including court costs and reasonable attorneys' fees) of any kind or nature by anyone whomsoever arising or growing out of any breach or non performance by Tenant of the covenants contained in this Section.

Section 9.5. Covenant to Operate.

- a) Tenant covenants and agrees that, continuously and uninterruptedly from and after its initial opening for business, it will operate and conduct within the Premises the business which it is permitted to operate and conduct under the provisions hereof, except while the Premises are untenable by reason of fire or other casualty, and that it will at all times keep and maintain within and upon the Premises an adequate stock of merchandise and trade fixtures to service and supply the usual and ordinary demands and requirements of its customers and that it will keep its Premises in a neat, clean and orderly condition. Tenant agrees that all trash and rubbish of Tenant shall be deposited within receptacles and that there shall be no trash receptacles permitted to remain outside of the building. Tenant further agrees to cause such receptacles to be emptied and trash removed at its own cost and expense.
- b) Commencing with the opening for business by Tenant in the Premises and for the remainder of the Term, Tenant shall be open for business and shall continuously so remain open for business at least those days and hours as is customary for businesses of like character in the city in which the Premises are situated.

ARTICLE 10 ALTERATIONS AND ADDITIONS

Section 10.1. Alterations. Tenant shall not make any alterations, additions or improvements to the Premises nor make any contract therefor without first procuring Landlord's written consent, and the said work shall only be performed by Tenant or reputable contractors, and in a manner, upon terms and at times approved by Landlord, which consent and approval shall not be unreasonably withheld. When applying for any such consent, Tenant shall furnish complete plans and specifications and a building permit covering the desired alterations, additions and improvements. Tenant shall pay to Landlord a reasonable fee for review and approval of the plans and specifications, including any fees charged by an architect or engineer employed by Landlord for such review. All alterations, additions, and improvements approved by Landlord shall be made by Tenant at Tenant's sole cost and expense and, except for light fixtures, signs, electrical equipment, cases, counters or other removable trade fixtures, shall at once when made or installed be deemed to have attached to the freehold and to have become the property of Landlord; provided, however, if prior to termination of this Lease, or within fifteen (15) days thereafter Landlord so directs by written notice to Tenant, Tenant shall promptly remove the additions, improvements, fixtures, trade fixtures and installations which were placed in the Premises by Tenant and which are designed in said notice and shall repair any damage occasioned by such removal and in default thereof Landlord may effect said removal and repairs at Tenant's expense.

- a) All work with respect to any alterations, additions, and improvements must be done in a good and workmanlike manner and diligently prosecuted to completion to the end that the Premises shall at all times be a complete unit except during the period of work.
- b) Any such alterations, additions, and improvements shall be performed and done strictly in accordance with the laws and ordinances relating thereto. In performing the work of any such alterations, additions, or improvements, Tenant shall have the work performed in such a manner as not to obstruct the access to the Premises of any other tenant in the Retail Center.
- c) Before commencing any such work or construction in or about the Premises, Tenant shall notify Landlord in writing of the expected date of commencement thereof. Tenant shall promptly and duly pay all costs and expenses incurred for or in connection with all alterations, additions and improvements and shall discharge within ten (10) days by payment, bonding or otherwise as provided by law any mechanics' or other lien created against the Premises or the Retail Center. Landlord shall have the right at any time and from time to time to post and maintain on the Premises such notices as Landlord deems necessary to protect the Premises and Landlord from mechanics' liens, materialmen's liens, or any other liens.

53/18/11

- d) Tenant shall not install any exterior lighting or plumbing fixtures, shades or awnings, or make any exterior decoration or painting, or build any fences, or install any radio or television antennae, loud speakers, sound amplifiers or similar devices on the roof or exterior walls of the Premises, or make any changes to the store front without Landlord's prior written consent. Use of the roof of the Premises is reserved to Landlord. Tenant agrees not to install any exterior lighting, amplifiers, or similar devices or use in or about the Premises any advertising medium which may be heard or seen outside the Premises, such as flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts.

**ARTICLE 11
EVENTS OF DEFAULT**

Section 11.1. Events of Default. This Lease and the terms and estate hereby granted are subject to the limitations that:

- a) in case Tenant shall default in the payment of any Monthly Base Rent, Additional Rent or Percentage Rent or other monies due Landlord on any date upon which the same becomes due and any such default shall continue for ten (10) calendar days after Landlord shall have given to Tenant a notice specifying such default, or
- b) in case Tenant shall abandon or vacate the Premises, or
- c) in case Tenant shall default in the keeping, observance or performance of any covenant or provision of this Lease including any provision of the rules and regulations attached hereto and referred to in Section 21.3 (other than a default of the character referred to in subsections (a) or (b) of this Section 11.1), and if such default shall continue and shall not be cured by Tenant within thirty (30) days after Landlord shall have given to Tenant a written notice thereof, or in the case of such a default which for causes beyond Tenant's reasonable control (including occupancy of a sublessee) cannot with due diligence be cured within such period of thirty (30) days, if Tenant:
- i) shall not, promptly upon the giving of such notice, advise the Landlord of Tenant's intention duly to institute all steps necessary to cure such default; or
- ii) shall not duly institute and thereafter diligently prosecute to complete all steps (including, if appropriate, legal proceedings against a defaulting sublessee) necessary to cure the same, or
- d) in case Tenant:
- i) applies for or consents to the appointment of, or the taking of possession by a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property;
- ii) admits in writing its inability, or is generally unable, to pay its debts as such debts become due;
- iii) makes a general assignment for the benefit of its creditors;
- iv) commences a voluntary case under federal bankruptcy laws (as now or hereafter in effect);
- v) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or adjustment of debts and the same remains undischarged after sixty (60) days;
- vi) fails to controvert in a timely or appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under such bankruptcy laws;
- vii) takes any action for the purpose of effecting any of the foregoing, or
- e) in case a proceeding or case shall be commenced, without the application or consent of Tenant, in any court of competent jurisdiction, seeking:
- i) the liquidation, reorganization, dissolution, winding up, or composition or readjustment of debts of Tenant;
- ii) the appointment of a trustee, receiver, custodian, liquidator or the like of Tenant or of all or a substantial part of its assets;
- iii) similar relief in respect of Tenant under any law relating to bankruptcy, insolvency, reorganization, winding up, or composition or adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect, for a period of one hundred and twenty (120) days, or an order for relief against Tenant shall be entered in an involuntary case under such bankruptcy laws,

then, in each or any such case, Tenant shall be deemed to have committed a material default under this Lease and Landlord shall, in addition to any other remedies available to it at law or in equity, be entitled to give to Tenant a notice of intention to terminate this Lease at the expiration of three (3) days from the date of Landlord's giving such notice. If such notice is given, this Lease and the Term and estate hereby granted (whether or not the Commencement Date has previously occurred) shall terminate upon the expiration of such three (3) days with the same effect as if the last of such three (3) days were the expiration date of the Term, except that Tenant shall remain liable for damages as provided herein or pursuant to law.

If Tenant, as used in this Lease, refers to more than one person, then, as used in this Article 11, Tenant shall be deemed to include all of such persons or any one of them. If any of the obligations of Tenant under this Lease is guaranteed, then Tenant, as used in subsections (d) and (e) of this Section 11.1, shall be deemed to include also the guarantor or, if there be more than one guarantor, all or any one

of them. If this Lease has been assigned, then Tenant, as used in subsections (a) through (e), inclusive, of this Section 11.1, shall be deemed to include the assignee and the assignor, or either of them, under such assignment, unless Landlord has, in connection with such assignment, released the assignor from any further liability under this Lease. If Landlord has released said assignor, then Tenant, as used in said subsections, shall not include the assignor so released.

**ARTICLE 12
DAMAGES; REMEDIES; RE-ENTRY BY LANDLORD; ETC.**

Section 12.1. Damages. If this Lease is terminated pursuant to Article 11 (a "Default Termination"), Landlord may recover from Tenant the total of:

- a) the worth at the time of award of the unpaid Monthly Base Rent, Additional Rent, Percentage Rent or other monies due Landlord earned to the date of such Default Termination;
- b) the worth at the time of award of the amount by which the unpaid Monthly Base Rent, Additional Rent, Percentage Rent or other monies due Landlord which would have been earned after the date of such Default Termination until the time of award exceeds the amount of such rent loss that Tenant proves could have been reasonably avoided;
- c) the worth at the time of award of the amount by which the unpaid Monthly Base Rent, Additional Rent, Percentage Rent or other monies due Landlord which would have been earned for the balance of the Term after the time of award exceeds the amount of such rent loss that Tenant proves could have been reasonably avoided;
- d) any other amount necessary to compensate Landlord for all of the detriment proximately caused by Tenant's failure to observe or perform any of its covenants and agreements under this Lease or which in the ordinary course of events would be likely to result therefrom, including, without limitation, the payment of the reasonable expenses incurred or paid by Landlord in re-entering and securing possession of the Premises and in the reletting thereof (including, without limitation, altering and preparing the Premises for new tenants and brokers' commissions); and
- e) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time under applicable California laws.

The "worth at the time of award" is computed:

- f) in subsections (a) and (b) above, by allowing interest at the rate of twelve percent (12%) per annum (but in no event in excess of the maximum rate permitted by law); and
- g) in subsection (c) above, by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

Section 12.2. Re-Entry by Landlord.

- a) If a Default Termination occurs, or if any default specified in subsections (a) through (e) of Section 11.1 shall have occurred and continues after the period of time given Tenant within which to cure the same, Landlord or Landlord's authorized representatives may re-enter the Premises and remove all persons and all property therefrom either by summary dispossession proceedings or by any suitable action or proceeding at law, without being liable to indictment, prosecution or damages therefor, and repossess and enjoy the Premises. No re-entry or repossession of the Premises by Landlord or its representatives under this Section 12.2 shall be construed as an election to terminate this Lease unless a notice of such election is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. The words "re-enter", "re-entry" and "re-entering" as used herein are not restricted to their technical legal meanings.
- b) If any default specified in subsections (a) through (e) of Section 11.1 shall have occurred and continues after the expiration of any period of time given Tenant within which to cure the same, then if Landlord does not elect to terminate this Lease Landlord may, from time to time and without terminating this Lease, enforce all its rights and remedies under this Lease, including the right to recover the Monthly Base Rent, Additional Rent, Percentage Rent or other monies due Landlord as the same becomes payable by Tenant hereunder. If Landlord so elects, Tenant shall have the right to sublet the Premises or any part thereof upon or prior consent (which consent Landlord agrees will not be unreasonably withheld) and upon first complying with the provisions of Article 19. So long as Landlord is exercising this remedy it will not terminate Tenant's right to possession of the Premises, but it may engage in the acts permitted by Section 1951.4(c) of the California Civil Code.
- c) If Tenant abandons the Premises in breach of this Lease, Landlord shall have the right to relet the Premises or any part thereof on such terms and conditions and at such Rents as Landlord in its sole discretion may deem advisable, with the right to make alterations and repairs in and to the Premises necessary to reletting. If Landlord so elects to relet, then gross rents received by Landlord from the reletting shall be applied: first, to the payment of the reasonable expenses incurred or paid by the Landlord in re-entering and securing possession of the Premises and in the re-letting thereof (including, without limitation, altering and preparing the Premises for new tenants and brokers' commissions); second, to the payment of the Monthly Base Rent, Additional Rent, Percentage Rent and other monies due Landlord payable by Tenant hereunder; and third, the remainder, if any, to be retained by Landlord and applied to the payment of future Monthly Base Rent, Additional Rent, Percentage Rent or other monies due Landlord as the same become due. Should the gross rent received by Landlord from the reletting be insufficient to pay in full

93/18/11

to affix and display "For Rent" signs, and for any purpose whatsoever related to the safety, protection, preservation or improvement of the Premises, the Retail Center, or Landlord's interest, without being deemed guilty of an eviction or disturbance of Tenant's use and possession, and without being liable in any manner to Tenant on account thereof.

Without limiting the generality of the foregoing rights, Landlord shall not be liable to Tenant for any expense, injury, loss or damage resulting from any work so done in or about the Premises or the Retail Center or any adjacent building, land, street or alley, all claims against Landlord for any and all such liability being hereby expressly released by Tenant. In connection with making repairs, alterations, decorating, additions or improvements under the terms of this Section, Landlord shall have the right to access through the Premises as well as the right to take into and upon and through said Premises or any other part of the Retail Center all material that may be required to make such repairs, alterations, decorating, additions or improvements, as well as the right in the course of such work to close entrances, doors, corridors, elevators, or other facilities, or temporarily to abate the operation of such facilities, without being deemed or held guilty of an eviction of Tenant and without liability for damages to Tenant's property, business or person and without liability to Tenant by reason of interference with the business of Tenant or inconvenience or annoyance to Tenant or the customers of Tenant. The rent reserved herein shall in no wise abate while said repairs, alterations, decorating, additions or improvements are being made and Tenant shall not be entitled to maintain any set-off or counter-claim for damages of any kind against Landlord by reason thereof, all such claims being hereby expressly released by Tenant. However, all such work shall be done in such manner as to cause Tenant the least inconvenience practicable.

ARTICLE 15 INDEMNITY

Section 15.1. Indemnity. Tenant shall indemnify and hold harmless Landlord from and against any and all claims arising from Tenant's use of the Premises, or the conduct of its business or from any activity, work or things done, permitted or suffered by Tenant in or about the Premises or elsewhere and shall further indemnify and hold Landlord harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant, or any of its agents, contractors, or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in or about any such claim, or any action or proceeding brought thereon; and in case any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Premises arising from any cause and Tenant hereby waives all claims in respect thereof against Landlord.

Section 15.2. Exemption of Landlord from Liability. Landlord shall not be liable for injury or damage which may be sustained by the person, goods, wares, merchandise or property of Tenant, its employees, invitees or customers, or any other person in or about the Premises caused by or resulting from fire, steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Premises, or from breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures of the same, whether the said damage or injury results from conditions arising upon the Premises or upon other portions of the Retail Center of which the Premises are a part, or from other sources. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant of the Retail Center.

ARTICLE 16 DAMAGE OR DESTRUCTION

Section 16.1. Minor Damage to Premises. Subject to the provisions of Sections 16.3 and 16.4, if at any time during the Term hereof the Premises are destroyed or damaged and either

- a) the costs for repair of such damage do not exceed twenty-five percent (25%) of the then-estimated replacement cost of the Premises, as reasonably determined in good faith in Landlord's sole discretion, or
- b) such damage was caused by a casualty, the repair of which is covered by insurance proceeds from a policy or policies required to be provided pursuant to the provisions of Article 8,

then Landlord shall promptly repair such damage and this Lease shall continue in full force and effect. If Landlord makes such repair(s), Tenant shall reimburse Landlord for the lesser of the cost of such repair(s) or the deductible amount of said policy or policies of insurance.

Section 16.2. Major Damage of Premises. Subject to the provisions of Sections 16.3 and 16.4, if at any time during the Term the Premises are destroyed or damaged to an extent that the costs of repair thereof shall exceed twenty-five percent (25%) of the then-estimated replacement cost of the Premises, as reasonably determined in good faith in Landlord's sole discretion; or and if such damage was caused by a casualty not required to be insured against pursuant to the provisions of Article 8, then Landlord may at its option either:

- a) repair such damage as soon as reasonably possible at Landlord's expense, in which event this Lease shall continue in full force and effect, or

03/18/11

b) cancel and terminate this Lease as of the date of the occurrence of such damage, by giving Tenant written notice of its election to do so within one hundred and eighty (180) days after the occurrence of such damage.

Section 16.3. Damage to Premises Near End of Term. If the Premises are destroyed or damaged during the last eighteen (18) months of the Term and the estimated cost of repair exceeds ten percent (10%) of the Monthly Base Rent then remaining to be paid by Tenant for the balance of the Term, Landlord may at its sole option terminate this Lease as of the date such damage occurred by giving Tenant written notice to of its election to so terminate, which notice must be given within thirty (30) days after the occurrence of such damage. If Landlord does not elect to terminate this Lease, Landlord shall make repairs pursuant to the provisions of Sections 16.1 or 16.2, as the case may be.

Section 16.4. Partial Destruction of Retail Center. If thirty-three and one-third percent (33-1/3%) or more of the Retail Center is damaged or destroyed by any cause whatsoever, whether or not the Premises is affected thereby, Landlord may at its sole option cancel and terminate this Lease by giving written notice of its election to do so, which notice shall be given to Tenant within ninety (90) days after the occurrence of such damage or destruction. If Landlord elects to provide Tenant such notice of termination, this Lease shall terminate at the end of the calendar month in which such notice is given, without liability to Landlord, and Tenant shall thereupon surrender the Premises to Landlord.

Section 16.5. Abatement of Rent. If the Premises are destroyed or damaged and Landlord repairs or restores them pursuant to the provisions of this Article 16, Tenant shall continue the operation of its business in the Premises to the extent reasonably practicable from the standpoint of prudent business management; and the Monthly Base Rent payable hereunder for the period during which such damage, repair or restoration continues shall be abated in proportion to the degree to which the Premises are rendered untenantable. There shall be no abatement of Additional Rent, Percentage Rent or other monetary charges payable hereunder, and Tenant shall have no claim against Landlord for any damage suffered by Tenant by reason of any such damage, destruction, repair or restoration.

Section 16.6. Tenant's Right to Terminate. If Landlord is obligated to repair or restore the Premises under the provisions of this Article 16, and has not commenced such repair or restoration within one hundred and eighty (180) days after the occurrence of the damage or destruction giving rise to such obligation, or fails to reasonably prosecute such repairs to completion once started, Tenant may, at its sole option, cancel and terminate this Lease as of the expiration of such one hundred and eighty day period by giving Landlord written notice of its election to do, which notice shall be given within thirty (30) days of such failure by Landlord.

If Tenant fails to timely provide notice of its intention to terminate this Lease, as required herein, this Lease shall continue in full force and effect notwithstanding the period of time required by Landlord to repair such damage or destruction.

ARTICLE 17 CONDEMNATION

Section 17.1. Entire or Substantial Taking. If the entire Premises, or so much thereof as to make the balance not reasonably adequate for the conduct of Tenant's business, notwithstanding restoration by Landlord as hereinafter provided, shall be taken under the power of eminent domain, this Lease shall automatically terminate as of the date on which the condemnation authority takes title or possession, whichever first occurs.

Section 17.2. Partial Taking. If any taking under power of eminent domain occurs which does not result in a termination of this Lease, the Monthly Base Rent payable hereunder shall be reduced, on an equitable basis, taking into account the relative value of the portion taken as compared to the remaining portion. Landlord shall promptly at its expense restore the portion of the Premises not so taken to as near its former condition as is reasonably possible and this Lease shall continue in full force and effect.

Section 17.3. Awards. Any award for the taking of all or any part of the Premises under the power of eminent domain shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee. Nothing contained herein, however, shall be deemed to preclude Tenant from obtaining, or to give Landlord any interest in, any award to Tenant for loss of or damage to Tenant's trade fixtures and removable personal property or for damage for cessation or interruption of Tenant's business.

Section 17.4. Sale Under Threat of Condemnation. A sale by Landlord to any authority having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed a taking under the power of eminent domain for all purposes under this Article.

Section 17.5. Tenant's Option. A taking of twenty-five percent (25%) or more of the floor area of the Premises shall confer upon Tenant the option, to be exercised only within thirty (30) days after Tenant shall have received notice thereof, to terminate this Lease effective as of the date of such taking, upon written notice to Landlord. Tenant's failure to exercise such option shall constitute Tenant's agreement that the balance of the Premises is reasonably adequate for the conduct of Tenant's business, and this Lease shall remain in effect subject to Section 17.2 hereof.

ARTICLE 18 MORTGAGE SUBORDINATION AND ATTORNMEN T

Section 18.1. Subordination. This Lease and the Term and estate hereby granted are and shall be subject and subordinate to the lien of each mortgage which may now or at any time hereafter affect

SVP/WANTON GROUP BTWD, LLC/LG/April 25, 2006

83/18/11

Landlord's interest in the Retail Center and/or the land thereunder (an "Underlying Mortgage"), regardless of the interest rate, the terms of repayment, the use of the proceeds or any other provision of any such mortgage. Tenant shall from time to time execute and deliver such instruments as Landlord or the holder of any such mortgage may reasonably request to confirm the subordination provided in this Section 18.1.

Section 18.2. Attornment. Tenant confirms that if by reason of a default under an Underlying Mortgage the interest of Landlord in the Premises is terminated, Tenant shall attorn to the then holder of the reversionary interest in the Premises and shall recognize such holder as Tenant's landlord under this Lease. Tenant shall execute and deliver, at any time and from time to time, upon the request of Landlord or the holder of any Underlying Mortgage any instrument which may be necessary or appropriate to evidence such attornment and Tenant hereby irrevocably appoints Landlord or such holder as its attorney-in-fact to execute and deliver for and on behalf of Tenant any such instrument.

Section 18.3. Modification of Lease; Notice of Default. If any current or prospective mortgagee or ground lessor for the Retail Center requires a modification or modifications of this Lease, which modification or modifications will not cause an increased cost or expense to Tenant or in any other way materially and adversely change the rights and obligations of Tenant hereunder, then in such event, Tenant agrees that this Lease may be so modified. Tenant agrees to execute and deliver to Landlord within ten (10) calendar days following the request therefor whatever documents are required to effectuate said modification. Should Landlord or any such current or prospective mortgagee or ground lessor require execution of a short form of Lease for recording, containing, among other customary provisions, the names of the parties, a description of the Premises and the Term, Tenant agrees to execute and deliver to Landlord such short form of Lease within ten (10) calendar days following the request therefor. Further, Tenant shall give written notice of any default by Landlord under this Lease to any mortgagee and ground lessor of the Retail Center (provided Tenant is provided with pertinent notice address) and shall afford such mortgagee and ground lessor a reasonable opportunity to cure such default prior to exercising any remedy under this Lease.

ARTICLE 19 ASSIGNMENT AND SUBLETTING

Section 19.1. Permission Required for Assignment or Sublet. Unless Landlord's prior written consent has been given, which consent shall not be withheld, conditioned and/or delayed (subject to the express provisions of this Article 19), this Lease shall not, nor shall any interest herein, be assignable as to the interest of Tenant by operation of law; nor shall Tenant:

- a) assign Tenant's interest in this Lease; or
- b) sublet the Premises or any part thereof or permit the Premises or any part thereof to be utilized by anyone other than Tenant, whether as by a concessionaire, franchisee, licensee, permittee or otherwise (collectively, a "sublease").

In addition, except for Transfers under clauses (a) or (b), Tenant shall not mortgage, pledge, encumber or otherwise transfer this Lease, the Term and/or estate hereby granted or any interest herein without Landlord's prior written consent, which consent may be granted or withheld in Landlord's sole and absolute discretion.

Any assignment, mortgage, pledge, encumbrance, transfer or sublease (collectively, any "Transfer") without Landlord's prior written consent shall be voidable, and, in Landlord's sole election, shall constitute a material default under this Lease.

Section 19.2. Voluntary Assignment due to Changes in Structure of Tenant. Any dissolution, merger, consolidation, or other reorganization of Tenant, or the single sale or other transfer of a controlling percentage of the capital stock of Tenant (other than the sale of such stock pursuant to a public offering that results in a majority of the same members of the Board and executive officers remaining in control of said corporation) and or the single sale of fifty percent (50%) or more of the value of the assets of Tenant, shall be deemed a voluntary assignment. The phrase "controlling percentage" means the ownership of, and the right to vote stock possessing fifty percent (50%) or more of the total combined voting power of all classes of Tenant's capital stock issued, outstanding, and entitled to vote for the election of directors. Notwithstanding anything to the contrary contained herein, the preceding paragraph shall not apply to corporations whose stock is traded through a recognized United States exchange or over the counter.

Any withdrawal or change (whether voluntary, involuntary, or by operation of law) in the partnership by one or more partners who own, in the aggregate fifty percent (50%) or more of the partnership, or the dissolution of the partnership, shall be deemed a voluntary assignment.

If Tenant is comprised of more than one individual, a purported assignment (whether voluntary, involuntary, or by operation of law), by any one of the persons executing this Lease shall be deemed a voluntary assignment.

Section 19.3. Request to Assign or Sublease. If at any time during the Term, Tenant wishes to assign this Lease or any interest therein, or to sublet all or any portion of the Premises, then at least thirty (30)

days prior to the date when Tenant desires the assignment or sublease to be effective, Tenant shall give written notice to Landlord setting forth the name, address, and business of the proposed assignee or sublessee, business and personal credit applications completed on Landlord's standard application forms, and information (including references and such financial documentation as Landlord shall reasonably prescribe) concerning the character and financial condition of the proposed assignee or sublessee, the effective date of the assignment or sublease, and all the material terms and conditions of the proposed assignment, and with reference solely to a sublease: a detailed description of the space proposed to be sublet, together with any rights of the proposed sublessee to use Tenant's improvements and/or ancillary services with the Premises.

Section 19.4. Landlord's Consent. Landlord shall have thirty (30) days after Tenant's notice of assignment and/or sublease is received with the financial information reasonably requested by Landlord to advise Tenant of Landlord's (i) consent to such proposed assignment or sublease, (ii) withholding of consent to such proposed assignment or sublease, or (iii) election to terminate this Lease, such termination to be effective as of the date of the commencement of the proposed assignment or subletting. 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 assignee or subtenant, and Tenant shall have no right to any of the rents or other consideration payable by such proposed assignee or subtenant under such other lease or occupancy agreement, even if such rents and other consideration exceed the rent payable under this Lease by Tenant. Landlord shall have the right to lease the Premises to any other tenant, or not lease the Premises, in its sole and absolute discretion. Landlord and Tenant specifically agree that Landlord's right to terminate this Lease under clause (iii) above is a material consideration for Landlord's agreement to enter into this Lease and such right may be exercised in Landlord's sole and absolute discretion and no test of reasonableness shall be applicable thereto.

Tenant acknowledges that Landlord's consent shall be based upon the criteria listed in Sections 19.4 (a) through (e) below, and subject to Landlord's right to unilaterally disapprove of any proposed assignment and/or sublease, based on the existence of any condition contained within Section 19.5 hereinbelow. If Landlord provides its consent within the time period specified, Tenant shall be free to complete the assignment and/or sublet such space to the party contained in Tenant's notice, subject to the following conditions:

- a) The assignment and/or sublease shall be on the same terms as were set forth in the notice given to Landlord;
- b) The assignment and/or sublease shall be documented in a written format that is reasonably acceptable to Landlord, which form shall specifically include the assignee's and/or sublessee's acknowledgement and acceptance of the obligation contained in this Lease, in so far as applicable;
- c) The assignment and/or sublease shall not be valid, nor shall the assignee or sublessee take possession of the Premises, or subleased portion thereof, until an executed duplicate original of such sublease and/or assignment has been delivered to Landlord;
- d) The assignee and/or sublessee shall have no further right to assign this Lease and/or sublease the Premises;
- e) In the event of any Transfer, Landlord shall receive as Additional Rent hereunder (and without affecting any other obligation of Tenant under this Lease) one hundred percent (100%) of Tenant's "Net Rental Profit" derived from such Transfer. If Tenant shall elect to Transfer, Tenant shall use reasonable and good faith efforts to secure consideration from any such Transferee which would be generally equivalent to then-current market rent, but in no event shall Tenant's monetary obligations to Landlord, as set forth in this Lease, be reduced. In the event of a Transfer which is a sublease, "Net Rental Profit" shall mean all rent, Additional Rent or other consideration actually received by Tenant during any month during the term of such sublease from such subtenant and/or actually paid by such subtenant 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 in such month during the term of the sublease on a per square foot basis if less than all of the Premises is subleased. In the event of a Transfer other than a sublease, "Net Rental Profit" shall mean key money, bonus money or other consideration paid by the Transferee to Tenant in connection with such Transfer, and any payment in excess of fair market value for services rendered by Tenant to the Transferee for assets, fixtures, inventory, equipment, or furniture transferred by Tenant to the Transferee in connection with such Transfer. If part of the Net Rental Profit shall be payable by the Transferee 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 shall deliver to Landlord a statement within thirty (30) days after the end of each calendar year and/or within thirty (30) days after the expiration or earlier termination of the Term of this Lease in which any Transfer has occurred, specifying for each such Transfer:

- i) the date of its execution and delivery, the number of square feet of the Rentable Area demised thereby, and the Term thereof, and
- ii) a computation in reasonable detail showing the amounts (if any) paid and payable by Tenant to Landlord pursuant to this Section 19.4 with respect to such Transfer for the period covered by such statement, and the amounts (if any) paid and payable by Tenant to Landlord pursuant to this

Section 19.8. Successors and Assigns. Subject to the provisions contained herein, the covenants and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant, their respective successors and assigns and all persons claiming by, through or under them.

ARTICLE 20 SIGNAGE

Section 20.1. Signs. Tenant shall comply with all the requirements contained in Exhibit D, attached hereto and made a part hereof by reference, and shall not erect or install any exterior signs or window or door signs, advertising media or window or door lettering or placards without Landlord's prior written consent which it may withhold in its absolute discretion. Tenant shall be entitled to install one (1) exterior sign, subject to all of the provisions of this Lease. If Tenant desires Landlord's consent to any such signage, Tenant shall furnish to Landlord complete designs, plans and specifications, and shall concurrently with such request pay to Landlord a reasonable fee for review and approval of the plans and specifications, including any fees charges by an architect or engineer employed by Landlord for such review.

ARTICLE 21 MISCELLANEOUS

Section 21.1. Security Deposit. *Intentionally Omitted.*

Section 21.2. Broker. Tenant represents that it has dealt with no broker or agent in connection with this Lease or its negotiations other than Douglas, Emmett and Company and Tenant shall hold Landlord harmless from and against any and all liability, loss, damage, expense, claim, action, demand, suit or obligation arising out of or relating to a breach by Tenant of such representation.

Section 21.3. Rules and Regulations. Tenant shall observe and comply with the rules and regulations set forth in Exhibit "C" and such other and further reasonable rules and regulations which Landlord may from time to time make and communicate to Tenant and which, in the reasonable judgment of Landlord, shall be necessary or desirable for the operation, maintenance, reputation or appearance of the Retail Center; provided, however, that in the case of any conflict between the provisions of this Lease and any such rule or regulation, the provisions of this Lease shall control.

Section 21.4. No Waiver; Etc. Landlord's or Tenant's failure to insist in any instance upon the strict keeping, observance or performance of any covenant or agreement contained in this Lease or to exercise any election herein contained shall not be construed as a waiver or relinquishment for the future of such covenant or agreement, but the same shall continue and remain in full force and effect. No waiver or modification by either Landlord or Tenant of any covenant or agreement contained in this Lease shall be deemed to have been made unless the same is in writing executed by the party whose rights are being waived or modified. No surrender of possession of any part of the Premises shall release Tenant from any of its obligations hereunder unless accepted in writing by Landlord. The receipt and retention by Landlord, and the payment by Tenant, of Monthly Base Rent, Additional Rent or other monies due Landlord with knowledge of the breach of any covenant or agreement contained in this Lease shall not be deemed a waiver of such breach by either Landlord or Tenant.

Section 21.5. Submission of Lease. The submission of this Lease to Tenant for examination or execution does not constitute a reservation of or an option on the Premises or an agreement to lease the Premises. The Lease shall become effective as a lease and Landlord shall become obligated hereunder only upon the execution and delivery of this Lease by Landlord and Tenant.

Section 21.6. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of California.

Section 21.7. Entire Agreement. This Lease contains all of the agreements and understandings relating to the leasing of the Premises and the obligations of Landlord and Tenant in connection therewith and neither party and no agent or representative thereof has made or is making, and neither party in executing and delivering this Lease is relying upon, any warranties or representations, except to the extent set forth in this Lease. All understandings and agreements heretofore had between Landlord and Tenant relating to the leasing of the Premises are merged in this Lease, which alone fully and completely expresses their agreement. The Addenda (if any) and the Exhibits annexed to this Lease are hereby incorporated herein and made a part hereof.

Section 21.8. Severability. If any covenant or agreement of this Lease or the application thereof to any person or circumstance shall be held to be invalid or unenforceable, then and in each such event the remainder of this Lease or the application of such covenant or agreement to any other person or any other circumstance shall not be thereby affected, and each covenant and agreement hereof shall remain valid and enforceable to the fullest extent permitted by law.

Section 21.9. Notices. Any notice, consent, approval, agreement, certification, request, bill, demand, statement, acceptance or other communication hereunder (a "notice") shall be in writing and shall have been duly given or furnished if delivered personally or mailed in a postpaid envelope (registered, certified or otherwise, with or without return receipt) addressed to Landlord and to Tenant at the addresses set forth in the Summary of Lease Information, or to such other address or addresses as either party may designate by a notice given pursuant hereto.

Section 21.10. Attorneys' Fees. If litigation occurs between Landlord and Tenant arising out of or relating to this Lease, the prevailing party in such litigation shall be entitled to receive its costs (not limited to court costs), expenses and reasonable attorneys' fees from the non-prevailing party as the same may be awarded by the court.

In addition to the foregoing, the form and terms of the Letter of Credit (and the bank issuing the same) shall be acceptable to Landlord, in Landlord's reasonable discretion, and shall provide, among other things, in effect that:

- i) Landlord, or its then managing agent, shall have the right to draw down an amount up to the face amount of the Letter of Credit upon the presentation to the issuing bank of Landlord's (or Landlord's then managing agent's) written statement that Landlord is entitled to make such drawing under this Lease, it being understood that if Landlord or its managing agent be a corporation, partnership or other entity, then such statement shall be signed by an officer (if a corporation), a general partner (if a partnership), or any authorized party (if another entity);
- ii) the Letter of Credit will be honored by the issuing bank without inquiry as to the accuracy thereof and regardless of whether the Tenant disputes the content of such statement; and
- iii) in the event of a transfer of Landlord's interest in the Retail Center, Landlord shall transfer the Letter of Credit, in whole or in part (or cause a substitute letter of credit to be delivered, as applicable) to the transferee and thereupon the Landlord shall, without any further agreement between the parties, be released by Tenant from all liability therefor, and it is agreed that the provisions hereof shall apply to every transfer or assignment of the whole or any portion of said Letter of Credit to a new landlord.

If, as a result of any application or use by Landlord of all or any part of the Letter of Credit, the amount of the Letter of Credit shall be less than the LC Amount, Tenant shall, within five (5) days thereafter, provide Landlord with an additional letter(s) of credit in an amount equal to the deficiency (or a replacement letter of credit in the total amount of the LC Amount) and any such additional (or replacement) letter of credit shall comply with all of the provisions of this Section 21.18.1, and if Tenant fails to comply with the foregoing, the same shall constitute an incurable default by Tenant.

Tenant further covenants and warrants that it will neither assign nor encumber the Letter of Credit, or any part thereof and that neither Landlord nor its successors or assigns will be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance. Without limiting the generality of the foregoing, if the Letter of Credit expires earlier than the Lease Expiration Date, Landlord will accept a renewal letter of credit or substitute letter of credit (such renewal or substitute letter of credit to be in effect and delivered to Landlord, as applicable, not later than thirty (30) days prior to the expiration of the Letter of Credit), which shall be irrevocable and automatically renewable as above provided through the Lease Expiration Date upon the same terms as the expiring Letter of Credit or such other terms as may be acceptable to Landlord in its reasonable discretion. However, if the Letter of Credit is not timely renewed or a substitute letter of credit is not timely received, or if Tenant fails to maintain the Letter of Credit in the amount and in accordance with the terms set forth in this Section 21.18.1 either of which are equivalent to a monetary default under this Lease, Landlord shall have the right to present the Letter of Credit to the issuing bank in accordance with the terms of this Section 21.18.1, and the entire sum evidenced thereby shall be paid to and held by Landlord as cash (the "Cash Collateral") to be held as collateral for performance of all of Tenant's obligations under this Lease and for all losses and damages Landlord may suffer as a result of any default by Tenant under this Lease pending Tenant's delivery to Landlord of the required replacement letter of credit in the LC Amount and otherwise complying with all of the provisions of this Section 21.18.1. Upon delivery of such replacement letter of credit, any Cash Collateral held by Landlord shall be returned to Tenant. Landlord shall have the right to hold Cash Collateral in a deposit account in the name of Landlord and commingle the Cash Collateral with its general assets and Tenant hereby grants Landlord a security interest in the Cash Collateral. Tenant shall not be entitled to any interest earned on the Cash Collateral.

If there shall occur a monetary default under this Lease after expiration of notice and opportunity to cure pursuant to Lease Article 11, Landlord may, but without obligation to do so, draw upon the Letter of Credit and/or utilize the Cash Collateral, in part or in whole, to cure any monetary default of Tenant and/or to compensate Landlord for any and all damages of any kind or nature sustained or which may be sustained by Landlord resulting from Tenant's default. Tenant agrees not to interfere in any way with payment to Landlord of the proceeds of the Letter of Credit, either prior to or following a "draw" by Landlord of any portion of the Letter of Credit, regardless of whether any dispute exists between Tenant and Landlord as to Landlord's right to draw from the Letter of Credit. No condition or term of this Lease shall be deemed to render the Letter of Credit conditional to justify the issuer of the Letter of Credit in failing to honor a drawing upon such Letter of Credit in a timely manner.

Landlord and Tenant acknowledge and agree that in no event or circumstance shall the Letter of Credit or any renewal thereof or substitute therefor or Cash Collateral be:

- a) deemed to be or treated as a "security deposit" within the meaning of California Civil Code Section 1950.7;
- b) subject to the terms of Section 1950.7; or
- c) intended to serve as a "security deposit" within the meaning of Section 1950.7.

The parties hereto:

- i) recite that the Letter of Credit and/or Cash Collateral, as the case may be, is not intended to serve as a security deposit and such Section 1950.7 and any and all other laws, rules and regulations applicable to security deposits in the commercial context ("Security Deposit Laws") shall have no applicability or relevancy thereto; and

ii) waive any and all rights, duties and obligations either party may now or, in the future, will have relating to or arising from the Security Deposit Laws.

Notwithstanding the foregoing provisions of this Section 21.18.1. to the contrary, and provided Tenant is not in material default of any of its obligations under the Lease during the Term, the LC Amount shall be reduced from:

- (i) \$160,000.00 to \$120,000.00 on the expiration of the last calendar day of the ninety-sixth (96th) full calendar month of the Extended Term (the "First Reduction Date"); and
- (ii) \$120,000.00 to \$80,000.00 on the expiration of the last calendar day of the one hundred and eighth (108th) full calendar month of the Extended Term.

There shall be no reduction in the LC Amount if Tenant is in monetary default of any of its obligations under this Lease as of the First Reduction Date.

Section 21.19. Force Majeure. For the purposes of this Lease, "Force Majeure" shall be defined as any or all prevention, delays or stoppages and/or the inability to obtain services, labor, materials or reasonable substitutes therefor, when such prevention, delay, stoppage or failure is due to strikes, lockouts, labor disputes, terrorist acts, acts of God, governmental actions, civil commotion, fire or other casualty, and/or other causes beyond the reasonable control of the party obligated to perform, except that Force Majeure may not be raised as a defense for Tenant's non-performance of any obligations imposed by the Lease with regard to the payment of Monthly Base Rent and/or Additional Rent.

Notwithstanding anything to the contrary contained in this Lease, Force Majeure shall excuse the performance of such party for a period equal to any such prevention, delay, stoppage or inability. Therefore, if this Lease specifies a time period for performance of an obligation by either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure.

ARTICLE 22 QUIET ENJOYMENT

Section 22.1. Quiet Enjoyment. Tenant, upon keeping, observing and performing all of the covenants and agreements of this Lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises during the Term, subject, however, to the covenants, agreements, terms, provisions and conditions of this Lease and to the underlying mortgages (and Ground Lease, if any) to which this Lease is subject and subordinate, as hereinbefore set forth.

ARTICLE 23 RELOCATION

Section 23.1. Relocation. Landlord shall have the right at any time during the Term hereof, upon giving Tenant not less than sixty (60) days prior written notice, to provide and furnish Tenant with space elsewhere in the Retail Center of approximately the same size as the Premises and remove and place Tenant in such space, with Landlord to pay all reasonable costs and expenses incurred as a result of such removal of Tenant. Should Tenant refuse to permit Landlord to move Tenant to such new space at the end of said sixty (60) day period, Landlord shall have the right to cancel and terminate this Lease effective ninety (90) days from the date of original notification by Landlord. If Landlord moves Tenant to such new space, this Lease and each and all of its terms, covenants and conditions shall remain in full force and effect and be deemed applicable to such new space, and such new space shall thereafter be deemed to be the Premises as though Landlord and Tenant had entered into an express written amendment of this Lease with respect thereto. If the substitute Premises are smaller than the Premises as they existed before the relocation, Rent and other monies payable hereunder by Tenant shall be reduced proportionately.

ARTICLE 24 OPTIONS TO EXTEND TERM

Section 24.1. Options to Extend Term. Provided Tenant is not in material default after the expiration of notice and the opportunity to cure any applicable cure period on the date or at any time during the remainder of the Term after Tenant gives notice to Landlord of Tenant's intent to exercise its rights pursuant to this Article 24, Tenant is given the option two (2) separately exercisable options to extend the term each for two additional five (5) year periods (the "Extended Term"), commencing period (each, an "Extended Term" and collectively, the "Extended Terms"), the first of which Extended Term would commence the next calendar day after the expiration of the Term (the "Option"). The Option initial Term and the second of which Extended Term would commence the next calendar day after the expiration of the first Extended Term (each, an "Option" and collectively, the "Options"). The Options shall apply only to the entirety of the Premises, and Tenant shall have no right to exercise the either Option as to only a portion of the Premises. References in this Lease to the "Term" of this Lease shall mean the initial Term of this Lease as extended by the Extended Term(s), as applicable.

Tenant's exercise of an Option is contingent upon Tenant giving written notice to Landlord (the "Option Notice") of Tenant's election to exercise its rights pursuant to the applicable Option by Certified.

Mail, Return Receipt Requested, no less than six (6) months prior to the then applicable date of the expiration of the Term.

Section 24.2. Monthly Base Rent and Percentage Rent Payable. As the Monthly Base Rent payable by Tenant during each Extended Term ("Option Rent"), Tenant shall be equal to the Fair Market Value of the Premises for the as of the commencement date of the applicable Extended Term. The term "Fair Market Value" shall be defined as the effective rent reasonably achievable by Landlord, and shall include but not be limited to, all economic benefits obtainable by Landlord, such as Monthly Base Rent, (including periodic Fixed Rent adjustments), Additional Rent in the form of Operating Expense reimbursements, and any and all other monetary or non-monetary consideration that may be given in the market place to a non-renewal tenant, as is chargeable for a similar use of comparable space in the geographic area of the Premises. The Percentage Rent shall be calculated during each Extended Term in the same manner as provided in this Lease for the initial Term.

Said computation shall specifically be based on the Premises in its "as-is" condition, without payment of any brokerage commission to any broker. If either Landlord or Tenant elect to have a broker represent them during negotiations for extension of the Term, and/or Tenant requests the installation of any further improvements into the Premises, the cost of such improvements to be made and/or commissions to be paid shall be amortized over the applicable Extended Term on a straight-line basis, with interest thereon at ten percent (10%), by appropriately increasing the Fair Market Value previously determined.

Landlord and Tenant shall have thirty (30) days (the "Negotiation Period") after Landlord receives the Option Notice in which to agree on the Fair Market Value. If Landlord and Tenant agree on the Fair Market Value during the Negotiation Period, they shall immediately execute an amendment to the Lease extending the Term and stating the Fair Market Value.

Section 24.3. Appraisers to Set Fixed Rent. If Landlord and Tenant are unable to agree on the Fair Market Value during the Negotiation Period, then:

- a) Within five (5) days after the expiration of the Negotiation Period, Tenant shall have the right to void the Option Notice by hand delivery of written notice (the "Termination Notice") to Landlord within such five (5) days period, and the Lease shall expire on the Termination Date; or
- b) If the Termination Notice is not timely delivered by Tenant, Landlord and Tenant, each at its own cost, shall select an independent real estate appraiser with at least ten (10) years' full-time commercial appraisal experience in the area in which the Premises are located, and shall provide written notice to the other party of the identity and address of the appraiser so appointed. Landlord and Tenant shall make such selection within ten (10) days after the expiration of the Negotiation Period.
- c) Within thirty (30) days of having been appointed to do so (the "Appraisal Period"), the two (2) appraisers so appointed shall meet and set the Fair Market Value for the Extended Term. In setting the Fair Market Value, the appraisers shall solely consider the use of the Premises for general office purposes.

Section 24.4. Failure by Appraisers to Set Fair Market Value. If the two (2) appointed appraisers are unable to agree on the Fair Market Value within ten (10) days after expiration of the Appraisal Period, they shall elect a third appraiser of like or better qualifications, and who has not previously acted in any capacity for either Landlord or Tenant. Landlord and Tenant shall each bear one half of the costs of the third appraiser's fee.

Within thirty (30) days after the selection of the third appraiser (the "Second Appraisal Period") the Fair Market Value for the Extended Term shall be set by a majority of the appraisers now appointed.

If a majority of the appraisers are unable to set the Fair Market Value within the Second Appraisal Period, the three (3) appraisers shall individually render separate appraisals of the Fair Market Value, and their three (3) appraisals shall be added together, then divided by three (3), resulting in an average of the appraisals, which shall be the Fair Market Value during the Extended Term.

However, if the low appraisal or high appraisal varies by more than Ten Percent ten percent (10%) from the middle appraisal, then one (1) or both shall be disregarded. If only one (1) appraisal is disregarded, the remaining two (2) appraisals shall be added together and their total divided by two (2), and the resulting average shall be the Fair Market Value. If both the low and high appraisal are disregarded, the middle appraisal shall be the Fair Market Value for the Premises during the Extended Term. The appraisers shall immediately notify Landlord and Tenant of the Fair Market Value so established, and Landlord and Tenant shall immediately execute an amendment to the Lease, extending the Term and revising the Fixed Monthly Base Rent payable pursuant to the Fair Market Value so established.

Landlord or Tenant's failure to execute such amendment establishing the Fair Market Value within fifteen (15) days after the other party's request therefor shall constitute a material default under the Lease, and if Tenant is the party failing to so execute, this Option shall become null and void and of no further force or effect.

Section 24.5. No Right of Reinstatement or Further Extension. Once Tenant has either failed to exercise its rights to extend the term pursuant to this Article 24 or failed to execute the amendment

called for hereunder, it shall have no right of reinstatement of its Option to Extend the Term, nor shall Tenant have any right to a further or second extension of the Term beyond the period stated in Section 24.1 hereinabove.

Section 24.6. No Assignment of Option. This Option is personal to the original Tenant signing the Lease, and shall be null, void and of no further force or effect as of the date that Tenant assigns the Lease to an unaffiliated entity and/or subleases more than forty-nine percent (49%) of the total Rentable Area of the Premises.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the later of the date(s) written below.

LANDLORD:

SAN VICENTE PLAZA,
a California limited partnership

By: DOUGLAS, EMMETT AND COMPANY,
its agent

By: Michael J. Means
Michael J. Means, its Senior Vice President

Dated: 5/15/06

TENANT:

WANTON GROUP BTWD, LLC,
a California limited liability company,
d/b/a Chin Chin BTWD

By: James Lee

Name: James Lee

Its: Managing Director

By: _____

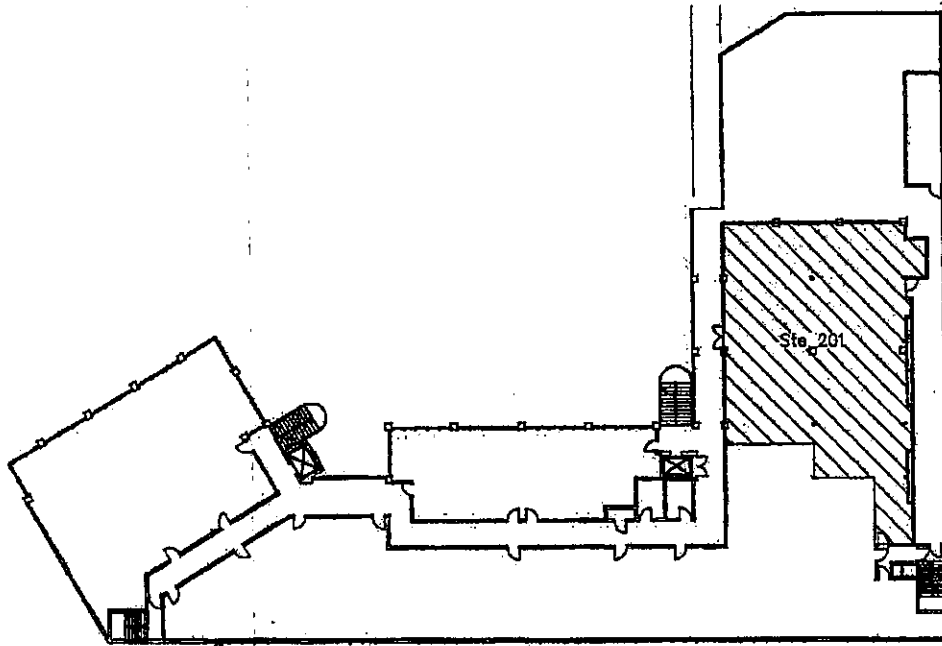
Name: _____

Its: _____

Dated: 5/1/06

**EXHIBIT A
PREMISES PLAN**

Suite 201 at 11740 San Vicente Boulevard, Los Angeles, California 90049
Rentable Area: approximately 3,465 square feet
Usable Area: approximately 3,354 square feet



03/19/11

EXHIBIT A-1

04/21/2006 11:25 3188281573

DOUGLAS EXPETT

PAGE 02

GENERAL PLUMBING SERVICES

e-mail: General.Plumbing@Verizon.net
Contractor: Lic. #459461
Date

12/21/05

33748 Agua Dulce Cyn Rd, Agua Dulce, CA 91380-4683
(800) 439-1438 / (310) 444-6807
FAX (310) 914-5225

ESTIMATE

003140

Page 1



Submitted To:
Douglas Expett Management
17728 San Vicente Blvd, Ste 330
Los Angeles, CA 90049

Job: SERVICE
Mechanics: Phone: 310-820-2349
Fax: 310-820-1573

Description of Work:

Contract

Attn: Metonia

Re: Chin Chins

Dear Metonia,

Per your request we are pleased to submit our estimate for work as follows:

Remove and replace hot and cold water piping in restaurant space.

Replace main supply line from pressure reducing valve on P-1 into restaurant.

Hot water piping to be insulated as necessary.

Work to be scheduled to minimize disturbance of tenants.

Note:

Wall and ceiling patch and repair by others and not included.

Total \$15875.00

Steve Dirsdale

Total

\$15875.00

Accepted by: Print Name Date

Thank you for considering General Plumbing Services
Estimate good for thirty days, thereafter subject to change

Customer Copy

JL
Initial

Initial

Initial

Initial

EXHIBIT B-1
CONSTRUCTION BY TENANT DURING TERM

1. If Tenant wishes to make a Tenant Change, as specified in Section 12.12 of the Lease, such Tenant Change shall be completed pursuant to the provisions of Section 12.12 of the Lease and this Exhibit B-1. Tenant shall bear all costs of said Tenant Change, which shall be paid directly to Tenant's general contractor ("Contractor").
2. Contractor shall complete construction to the Premises pursuant to the final Plans and Specifications approved in writing by Landlord and Tenant (the "Tenant Change"), in compliance with all applicable codes and regulations. Tenant's selections of finishes and materials shall be indicated on the Plans and Specifications, and shall be equal to or better than the minimum Building standards and specifications. All work not shown on the final Plans and Specifications, but which is to be included in the Tenant Change, including but not limited to, telephone service installation, furnishings or cabinetry, shall be installed pursuant to Landlord's reasonable directives.
3. Prior to commencing any work:
 - a) Tenant's proposed Contractor and the Contractor's proposed subcontractors and suppliers shall be approved in writing by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. As a condition of such approval, so long as the same are reasonably cost competitive, then Contractor shall use Landlord's Heating, Venting, and Air-conditioning, plumbing, and electrical subcontractors for such work.
 - b) During completion of any Tenant Change, neither Tenant or Contractor shall permit any subcontractors, workmen, laborers, material or equipment to come into or upon the Building if the use thereof, in Landlord's reasonable judgment, would violate Landlord's agreement with any union providing work, labor or services in or about the Building.
 - c) Contractor shall submit to Landlord and Tenant a written bid for completion of the Tenant Change. Said bid shall include Contractor's overhead, profit, and fees, and, if the proposed Tenant Change is for cosmetic work in excess of \$5,000 in aggregate value per occurrence or for structural work of any kind, Contractor shall:
 - i pre-pay to Landlord's managing agent \$250.00 as partial payment of said managing agent's construction administration fee, as specified hereinbelow, and
 - ii upon completion of said Tenant Change, pay an administration fee for supervision of said Tenant Change equal to fifty dollars (\$50.00) per hour, to a maximum of seven and one-half percent (7.5%) of the total cost of the Tenant Change, to defray said agent's costs for supervision of the construction;
4. Tenant or Contractor shall submit all Plans and Specifications to Landlord, and no work on the Premises shall be commenced before Tenant has received Landlord's final written approval thereof, which shall not be unreasonably withheld, delayed or conditioned. In addition, Tenant shall reimburse Landlord for any and all of Landlord's out of pocket costs incurred in reviewing Tenant's plans for any Tenant Change or for any other "peer review" work associated with Landlord's review of Tenant's plans for any Tenant Change, including, without limitation, Landlord's out of pocket costs incurred in engaging any third party engineers, contractors, consultants or design specialists. Tenant shall pay such costs to Landlord within five (5) business days after Landlord's delivery to Tenant of a copy of the invoice(s) for such work.
5. Contractor shall complete all architectural and planning review and obtain all permits, including signage, required by the city, state or county in which the Premises are located; and
6. Contractor shall submit to Landlord verification of public liability and worker's compensation insurance adequate to fully protect Landlord and Tenant from and against any and all liability for death or injury to persons or damage to property caused in or about or by reason of the construction of any work done by Contractor or Contractor's subcontractors or suppliers.
7. Unless otherwise waived in writing by Landlord, which waiver shall be in Landlord's sole discretion, Contractor shall provide payment and performance bonds in an amount equal to 100% of the estimated amount of Tenant Change, as specified to Landlord pursuant to Paragraph 2 (b).
8. Contractor and Contractor's subcontractors and suppliers shall be subject to Landlord's reasonable administrative control and supervision. Landlord shall provide Contractor and Contractor's subcontractors and suppliers with reasonable access to the Premises.
9. During construction of the Tenant Change, Contractor shall adhere to the procedures contained hereinbelow, which represent Landlord's minimum requirements for completion of the Tenant Change.
10. Upon completion of the Tenant Change, Tenant shall provide Landlord with such evidence as Landlord may reasonably request that the Contractor has been paid in full, and Contractor shall provide Landlord with lien releases as requested by Landlord, confirmation that no liens have been filed against the Premises or the Building. If any liens arise against the Premises or the Building as a result of the Tenant Change, Tenant shall immediately, at Tenant's sole expense, remove such liens and provide Landlord evidence that the title to the Building and Premises have been cleared of such liens.
11. Whether or not Tenant or Contractor timely complete the Tenant Change, unless the Lease is otherwise terminated pursuant to the provisions contained therein, Tenant acknowledges and agrees that Tenant's obligations under the Lease to pay Fixed Monthly Rent and/or Additional Rent shall continue unabated.

**EXHIBIT B-1
CONSTRUCTION BY TENANT DURING TERM (continued)**

- b) Electric panel schedules must be brought up to date identifying all new circuits added.
- c) All electrical outlets and lighting circuits are to be properly identified. Outlets will be labeled on back side of each cover plate.
- d) All electrical and phone closets being used must have panels replaced and doors shut at the end of each day's work. Any electrical closet that is opened with the panel exposed must have a work person present.
- e) All electricians, telephone personnel, etc. will, upon completion of their respective projects, pick up and discard their trash leaving the telephone and electrical rooms clean. If this is not complied with, a clean-up will be conducted by the building janitors and the general contractor will be back-charged for this service.
- f) Welding or burning with an open flame will not be done without prior approval of the Building Manager. Fire extinguishers must be on hand at all times.
- g) All "anchoring" of walls or supports to the concrete are not to be done during normal working hours (7:30 AM - 6:00 PM, Monday through Friday). This work must be scheduled before or after these hours during the week or on the weekend.
- h) All core drilling is not to be done during normal working hours (7:30 AM - 6:00 PM, Monday through Friday). This work must be scheduled before or after these hours during the week or on the weekend.
- i) All HVAC work must be inspected by the Building Engineer. The following procedures will be followed by the general contractor:
 - j) A preliminary inspection of the HVAC work in progress will be scheduled through the Building Office prior to the reinstallation of the ceiling grid.
 - ii) A second inspection of the HVAC operation will also be scheduled through the Building Office and will take place with the attendance of the HVAC contractor's Air Balance Engineer. This inspection will take place when the suite in question is ready to be air-balanced.
 - iii) The Building Engineer will inspect the construction on a periodic basis as well.
- a) All existing thermostats, ceiling tiles, lighting fixtures and air-conditioning grilles shall be saved and turned over to the Building Engineer.

Good housekeeping rules and regulations will be strictly enforced. The building office and engineering department will do everything possible to make your job easier. However, contractors who do not observe the construction policy will not be allowed to perform within this building. The cost of repairing any damages that are caused by Tenant or Tenant's contractor during the course of construction shall be deducted from Tenant's Allowance or Tenant's Security Deposit, as appropriate.

LANDLORD:
SAN VICENTE PLAZA,
a California limited partnership
By: DOUGLAS, EMMETT AND COMPANY,
a California corporation,
its agent

By: Michael J. Means
Michael J. Means, Senior Vice President

Dated: 5/15/06

TENANT:
WANTON GROUP BTWD, LLC,
a California limited liability company,
d/b/a Chin Chin BTWD

By: James Lee
Name: James Lee
Title: Managing Member

By: _____
Name: _____
Title: _____
Dated: 5/1/2006

03/18/11

JL
Initial Initial Initial Initial

EXHIBIT C
RULES AND REGULATIONS

1. Tenant and Tenant's agents, clients, contractors, employees, invitees, or licensees (collectively "Tenant's representatives") shall not loiter in the Retail Center or in the landscaped areas or other driveways, entrances and exits to the Retail Center. Tenant and Tenant's representatives shall only use the same as passageways to and from their respective work areas.
2. Tenant shall not leave open any doors leading into the Common Area from the Premises. Tenant shall not permit the water closets and/or urinals to be used for any purpose other than those for which they were constructed, nor permit rubbish, newspapers or other substances of any kind to be thrown into them. Tenant shall not mark, drive nails, screw or drill into, paint, in any way deface the exterior walls, roof, foundations, bearing walls or pillars of the Retail Center without the prior written consent of Landlord. The expense of repairing any breakage, stoppage, or damages resulting from Tenant or Tenant's representatives violating this rule shall be reimbursed to Landlord by Tenant immediately after receipt of a statement therefor from Landlord.
3. Tenant shall not affix or install any awning or shade over or in the show windows or the exterior of the Premises, except with the prior written consent of Landlord, which consent or disapproval thereof shall be in Landlord's sole discretion. If Tenant desires window drop curtains to be installed in the show windows of the Premises, the same may only be completed at Tenant's sole expense, after first obtaining Landlord's prior written approval, pursuant to the plans and specifications reasonably required by Landlord.
4. Tenant shall not permit any person or entity to bore into any wall and/or cut or attach to any wire in the Premises or Retail Center, except as previously approved in writing by Landlord.
5. Tenant shall bring into or use any machinery in the Premises any machinery of any kind without the prior written consent of Landlord, which shall not be unreasonably withheld, delayed or conditioned. Notwithstanding Landlord's approval of such equipment, Tenant shall not install any machinery which may cause any unreasonable noise or jar, or tremor to the floors or walls, or which, by its weight or size, might injure the floors of the Premises. As such, Landlord may limit the weight, size and position of all safes, fixtures and other equipment used in the Premises. In the event Tenant shall require installation of any extra heavy equipment, Tenant shall notify Landlord of such fact and shall pay the costs of obtaining appropriate engineering and structural analysis to designate the appropriate place or places for such equipment to be installed, as well as any structural bracing required to accommodate the same. All damage done to the Premises or the Retail Center arising out of the installation, removal, or continued existence of such extra heavy equipment shall be repaired at Tenant's sole expense.
6. Neither Tenant nor its agents, clients, contractors, directors, employees, invitees, licensees, officers, partners or shareholders shall make nor permit any loud, unusual or improper noises in the Retail Center, nor interfere in any way with other tenants or those having business with them, nor bring into nor keep within the Retail Center any animal (other than those assist animals utilized in compliance with any handicapped ordinance) or bird, or any bicycle or other vehicle, except as otherwise permitted in writing by Landlord.
7. Except as otherwise approved by Landlord in writing, Tenant shall not permit smoking to occur inside of the Premises, nor in areas other than those specifically designated for the same within the Retail Center. Neither Tenant nor its agents, clients, contractors, directors, employees, invitees, licensees, officers, partners or shareholders shall throw cigar or cigarette butts or other substances or litter of any kind in or about the Retail Center except in receptacles placed therein for such purposes by Landlord or governmental authorities.
7. Tenant shall not permit Tenant's agents, clients, contractors, employees, invitees, or licensees, to use any utility area, truck court, or other service area reserved for use in connection with the conduct of business except for the specific purpose for which permission to use such area is given.
8. Tenant will use its best efforts to require vendors of Tenant to cause all trucks servicing or delivering merchandise to Tenant to load and unload prior to the hours of opening for business to the general public at locations approved by Landlord.
9. Tenant shall not install, affix or use any signs or other advertising medium(s) within the Premises which can be heard or experienced outside of the Premises including, without limiting the generality of the foregoing, flashing lights, searchlights, loudspeakers, phonographs, radios, televisions or neon or laser signage.
10. Except with the prior written consent of Landlord, neither Tenant nor its agents, clients, contractors, directors, employees, invitees, licensees, officers, partners or shareholders shall engage in the following activities in, on or within any part of the Common Area serving the Retail Center:
 - a. Vend, peddle, or solicit orders for sale or distribution of any merchandise, device, service, periodical, book, pamphlet, or other matter whatsoever.
 - b. Exhibit any sign, placard, banner, notice, or other written material.
 - c. Distribute any circular, booklet, handbill, placard, or other material.
 - d. Solicit membership in any organization, group, or association or contribution for any purpose.

EXHIBIT C
RULES AND REGULATIONS (continued)

- e. Parade, patrol, picket, demonstrate, rally, or engage in any conduct that might tend to interfere with or impede the use of any of the common area by any permittee, create a disturbance, attract attention, or harass, annoy, disparage, or be detrimental to the interest of any of the retail establishments within the Retail Center.
- f. Use any common area for any purpose when none of the retail establishments within the Retail Center is open for business or employment.
- g. Throw, discard, or deposit any paper, glass, or extraneous matter of any kind, except in designated receptacles or create litter or hazards of any kind.
- h. Use any sound-making device of any kind or create or produce in any manner noise or sound that is annoying, unpleasant, or distasteful to any person located within or adjacent to the Retail Center.
- i. Deface, damage, or demolish any sign, display lighting, light fixture, landscaping, or other improvement within the Retail Center or the property of customers, business invitees, or employees situated within the Retail Center.

The listing contained hereinabove is not intended to serve as a limitation on the requirements which Landlord may impose for the reasonable and orderly control of the Retail Center and/or its Common Area, but is designed to indicate, in general, the intent of Landlord for use of the Common Area, which is solely as a means of access and convenience in shopping at the retail establishments located in the Retail Center.

- 11. Tenant may not assume or claim any waiver of any rule or regulation by Landlord unless Tenant shall have received an express waiver of one or more rules in writing, executed in advance by Landlord.
- 12. Landlord reserves the right to exclude or expel from the Retail Center any person who, in Landlord's reasonable judgment, is intoxicated or under the influence of liquor or drugs, and/or who shall in any manner act in violation of the rules and regulations of the Retail Center or jeopardize the reasonable business expectations of the establishments located in the Retail Center.
- 13. Landlord reserves the right at any time to change or rescind any one or more of these rules or regulations or to make such other and further non-discriminatory and reasonable rules and regulations as may become necessary in Landlord's reasonable judgment for the effective and/or efficient management, safety, care and cleanliness of the Premises and Retail Center, and/or for the preservation of good order therein, as well as for the convenience of other occupants and tenants of the Retail Center. Landlord shall not be liable to Tenant, its agents, clients, contractors, directors, employees, invitees, licensees, officers, partners or shareholders, or to any other person claiming by or through them for any other tenant or occupant of the Retail Center failing to comply with or electing to violate the rules and regulations. Tenant's and Tenant's agents, clients, contractors, directors, employees, invitees, licensees, officers, partners or shareholders compliance is material consideration for Landlord entering into this Lease, and Tenant's or Tenant's agents, clients, contractors, directors, employees, invitees, licensees, officers, partners or shareholders failure to so comply shall be a material breach of this Lease.
- 14. Tenant shall abide by any additional rules or regulations established during any event or martial law, or which are ordered or requested by any governmental or military authority having jurisdiction thereof.
- 15. In the event any inconsistency arises between these rules and regulations or any further or modified rules and regulations as issued from time to time by Landlord and the provisions of the Lease, the provisions of the Lease shall prevail.

LANDLORD:
SAN VICENTE PLAZA,
a California limited partnership
By: DOUGLAS, EMMETT AND COMPANY,
a California corporation,
its agent

TENANT:
WANTON GROUP BTWD, LLC,
a California limited liability company,
d/b/a Chin Chin BTWD

By: Michael J. Means
Michael J. Means, Senior Vice President

Dated: 5/15/06

By: [Signature]
Name: Samer Al-Jarrah
Title: Managing Partner

By: _____
Name: _____
Title: _____

Dated: 5/1/2006

03/18/11

EXHIBIT D (Continued)
SIGN CRITERIA

Date", Tenant acknowledges that if Tenant has not installed said signage on or prior to the Signage Installation Date, Tenant's failure to install the signage is deemed a material breach of the Lease.

2. **Signage Deposit.** WAIVED.

3. **Removal of Signage.** At the expiration or earlier termination of this Lease or as may otherwise be required pursuant to this Exhibit D, Tenant shall, at Tenant's sole cost, remove all signage installed by Tenant, whether pursuant to this Exhibit D or not, and restore the Premises and/or the Retail Center to its original condition.

LANDLORD:
SAN VICENTE PLAZA,
a California limited partnership

By: DOUGLAS, EMMETT AND COMPANY,
a California corporation,
its agent

By: Michael J. Means
Michael J. Means, Senior Vice President

Dated: 5/15/06

TENANT:
WANTON GROUP BTWD, LLC,
a California limited liability company,
d/b/a Chin Chin BTWD

By: [Signature]
Name: WANTON GROUP LLC
Title: Managing Partner

By: _____
Name: _____
Title: _____
Dated: 5/11/2006

03/18/11

**EXHIBIT G
PRO FORMA LETTER OF CREDIT**

[BANK LETTERHEAD]

Attention: Rita Silver, Controller
San Vicente Plaza
c/o Douglas, Emmett and Company
808 Wilshire Boulevard, Suite 200
Santa Monica, California 90401

Letter of Credit No. _____

Ladies and Gentlemen:

We hereby establish our Irrevocable Letter of Credit and authorize you to draw on us at sight for the account of WANTON GROUP BTWD, LLC, a California limited liability company ("Applicant") the aggregate amount of one hundred sixty thousand dollars (\$160,000.00).

Funds under this Letter of Credit are available to the beneficiary hereof as follows:

Any and all of the sums hereunder may be drawn down at any time and from time to time from and after the date hereof by SAN VICENTE PLAZA, a California limited partnership ("Beneficiary") when accompanied by this Letter of Credit and a written statement signed by an authorized signatory of Beneficiary, certifying that Beneficiary is entitled to make such drawing pursuant to the Lease, together with a notarized certification by any such individual representing that such individual is authorized by Beneficiary to take such action on behalf of Beneficiary, and a sight draft executed and endorsed by such individual. The sums drawn by Beneficiary under this Letter of Credit shall be payable upon demand without necessity of notice.

This Letter of Credit is transferable in its entirety, without any limitation on the number of such transfers. Should a transfer be desired, such transfer will be subject to the return to use of this advice, together with written instructions.

The amount of each draft must be endorsed on the reverse hereof by the negotiating bank. We hereby agree that this Letter of Credit shall be duly honored upon presentation and delivery of the certification specified above.

This Letter of Credit is effective immediately and shall expire at 5:00 P.M., Pacific Standard Time on March 31, 2016 (the "Expiration Date").

Notwithstanding the above expiration of this Letter of Credit, the term of this Letter of Credit shall be automatically renewed for successive, additional one (1) year periods (with the last such one (1) year period expiring no earlier than sixty (60) days after the expiration date of that certain Retail Lease dated April 25, 2006, (the "Lease") by and between Applicant, as Tenant, and Beneficiary, as Landlord), unless, at least sixty (60) days prior to any such date of expiration, the undersigned shall give written notice to Beneficiary, by certified mail, return receipt requested and at the address set forth above or at such other address as may be given to the undersigned by Beneficiary, that this Letter of Credit will not be renewed; it being understood that if the Applicant fails to maintain the Letter of Credit in the amount and in accordance with the terms of the Lease, Beneficiary shall have the right to present the Letter of Credit to us for payment.

Our obligation under this Letter of Credit shall not be affected by any circumstances, claim or defense, real or personal, of any party as to the enforceability of the Lease between Beneficiary and Applicant or the validity of Beneficiary's claim, it being understood that our obligation shall be that of a primary obligor and not that of a surety, guarantor or accommodation maker.

Applicant shall pay all costs of, or in connection with, this Letter of Credit, including without limitation, any fees associated with the transfer or assignment of this Letter of Credit by the Beneficiary.

This Letter of Credit is governed by the Uniform Customs and Practice for Documentary Credits (1993) Revision), International Chamber of Commerce publication 500.

This Letter of Credit sets forth in full the terms of our undertaking, and such terms shall not in any way be modified, amended, limited, discharged, or terminated except by a writing signed by authorized representatives of Beneficiary and the undersigned on or before the Expiration Date.

Very truly yours,

Initial

Initial

Initial

Initial

**EXHIBIT H
LICENSE AGREEMENT**

This LICENSE AGREEMENT is entered into as of , by and between SAN VICENTE PLAZA, a California limited partnership ("Owner") and WANTON GROUP BTWD, LLC, a California limited liability company, d/b/a Chin Chin BTWD ("Licensee") and relates to the following facts:

- A. Owner is the owner of certain improved real property located at 11740 San Vicente Boulevard, Suite 201, Los Angeles, California 90049 (the "Property").
- B. Licensee is a tenant at the Property by reason of this written lease by and between Owner and Licensee relative to approximately 3,465 rentable square feet of the Property leased by Licensee for a term of ten (10) years (the "Lease"). Tenant operates its restaurant business at the Property.
- C. Licensee desires to be granted a limited license to exclusive use and occupancy of a portion of the common areas of the Property for a period continuing until terminated by Owner as provided herein but no later than the termination of the term of the Lease, for the purpose of placing thereon tables and chairs, planters with trees and shrubbery and for serving food and beverages to its restaurant customers and to install an awning ("Awning") to the exterior of the Building Facade.

NOW THEREFORE, in consideration of the covenants and mutual promises of the parties hereto, it is agreed as follows:

1. Owner grants to Licensee a limited license, in effect until terminated by Owner as provided herein or until the expiration of the term of the Lease, whichever occurs first, to have reasonable use of and access to the portion of the common areas of the Property which are outlined on Schedule 1 attached hereto (the "Patio Area") for the limited purposes of: (i) placing thereon tables and chairs, planters with trees and shrubbery and for serving food and beverages to its restaurant customers; and (ii) installing an Awning to the exterior of the Building facade over the Patio Area as depicted on Schedule 1. The license (a) does not constitute a lease or hiring of real property or a deed to grant of an easement by Owner; (b) shall be personal to Licensee; and (c) shall not be assignable without the express written consent of Owner, which Owner may or may not grant in its sole and absolute discretion.

Licensee may have reasonable use and occupancy of the Patio Area subject to the following terms and conditions: (i) Licensee will submit to Owner for advance approval, which approval may be withheld in the sole and absolute discretion of Owner, fully detailed plans and specifications of the Awning, the planters, trees and shrubs, including the height of such trees and shrubs, a description of the tables and chairs including their material and color, the identification of the location of the planters, tables and chairs, and any other information as may be necessary or required by Owner which will enable Owner to determine the appropriateness and acceptability of the improvements. All such improvements and the conduct of Licensee's restaurant business in the Patio Area must meet or exceed all applicable building, health and safety, food and beverage control laws, and other applicable governmental regulations; (ii) Prior to commencing the installation of the improvements described in Subsection (i) above, Licensee shall present evidence that Licensee has obtained all necessary permits and licenses from applicable governmental agencies which will allow the necessary work and improvements to be performed and the business of the Licensee to be conducted at the Patio Area; (iii) Licensee will submit for advance approval to Owner, which approval may be withheld in the sole and absolute discretion of Owner, any proposed changes, deviation, variations or additions to the work or improvements described in Subsection (i) above; and (iv) Licensee will pay any and all costs related to all such improvements including the cost of the tables and chairs, planters, trees, and shrubs (and the repair and maintenance thereof) and installation costs of the Awning.

2. Upon the termination of the Agreement, including any termination by Owner as provided herein, Licensee shall promptly remove all of its personal property and improvements from the Patio Area including the Awning and repair any and all damage (including clean-up) that may be done to Owner's Property in connection with the use and occupancy of the Patio Area contemplated in this License Agreement, or related thereto, and restore the Patio Area and exterior of Building facade to the condition that it was in prior to such improvements by Licensee. If the repairs and work are not commenced within seven days and completed within thirty days following written notice from Owner, then Owner shall have the right to make the needed repairs and work at the expense of Licensee and shall be reimbursed therefor within thirty days of billing by Owner.

3. During the term of the Agreement, Licensee shall pay for any and all maintenance and repair of the Patio Area, Awning and the personal property and improvements located therein. Without limitation of the foregoing, Licensee shall be responsible for and shall pay for the cost of maintaining the Awning in good condition, and for the cost of trimming and maintaining the trees and shrubs (including the maintenance of any maximum height limitations of the trees and shrubs as may be required by Owner), the periodic repair and painting of the chairs and tables, and routine janitorial, maintenance and clean-up of the Patio Area. The determination of what maintenance and repairs of the Patio Area, Awning and the personal property and improvements therein may be required shall be in the sole and absolute discretion of Owner.

4. Licensee shall promptly repair any and all damage (including clean-up) that may be done to the Property including the premises of any other tenant of the Property and any personal property therein in connection with the use of the Patio Area by Licensee as contemplated in this License Agreement, or related thereto. If the repairs are not commenced within seven days and completed within thirty days following written notice from Owner, then Owner shall have the right to make the needed repairs at the expense of Licensee and shall be reimbursed therefor within thirty days of billing by Owner.

EXHIBIT H
LICENSE AGREEMENT (continued)

5. The use of the Patio Area by Licensee shall be limited solely to the specific purposes set forth in this License Agreement and no structures of any kind shall be erected or placed thereon.

6. Neither Owner nor its agents, servants, employees, contractors or consultants shall be responsible or liable for any damage whatsoever resulting from any cause whatsoever to any property of Licensee of any of its agents, employees, or contractors located at or about the Patio Area.

7. Licensee shall at all times keep the Patio Area in good and sightly condition so far as such may be affected by Licensee's operations hereunder.

8. Licensee shall be responsible and liable for any and all damage to structures or property of Owner for injury to, or death of, persons, due directly or indirectly to Licensee's occupation and use of the Patio Area, and shall promptly pay any claim therefor.

9. Licensee shall indemnify and hold Owner harmless against any and all loss, cost, liability and expense, including attorneys' fees, which Owner may incur as a direct or indirect result of any of the work and activities or rights of Licensee contemplated in this License Agreement.

10. During the periods of this Agreement, Licensee will maintain comprehensive general liability insurance, including contractual liability coverage for the indemnification in Paragraphs 8 and 9 hereof, in the amount of at least Two Million Dollars (\$2,000,000.00) and will furnish a certificate of such insurance to Owner, prior to the commencement of any work or the installation of any personal property or improvements (including the Awning) on the Patio Area, which shall reflect that Owner has been named as an added insured under such policy for such purpose. Such certificate shall also state that such insurance shall not be cancelled or reduced without thirty days prior written notice to Owner.

11. Licensee shall promptly remove and clean-up any trash, dust, debris, or other foreign material from the Property and the Patio Area which results from any activities of Licensee contemplated herein.

12. Upon completion of the installation of the personal property and improvements contemplated in Paragraph 2 hereof, Licensee shall provide evidence to Owner that Licensee has obtained, at its sole expense, all necessary and appropriate governmental permits, licenses and approvals relating to such installation of such improvements including the Awning, and for the conduct of Licensee's restaurant business from the Patio Area.

13. At all times during the installation of the personal property and improvements contemplated herein and the conduct of the restaurant business by Licensee in the Patio Area, Licensee shall use all reasonable efforts to keep the noise at a level so as not to disturb Owner's tenants during regular business hours. Licensee shall not interfere with the tenancy or occupancy of any persons now or hereafter using the Property or any activities being conducted thereat.

14. In any action or proceeding to enforce any provision hereof, or for damages by reason of any alleged breach of this License Agreement, or for a declaration of such party's rights or obligations hereunder, or for any other judicial remedy, the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including but not limited to, such amount as the court may adjudge to be reasonable attorneys' fees for the services rendered the party finally prevailing in any such action or proceeding.

15. This License Agreement contains the entire understanding and agreement between the parties hereto with respect to the matters referred to herein. No other representations, covenants, undertakings, or prior or contemporaneous agreements, oral or written, regarding such matters which are not specifically contained and/or incorporated herein by reference, shall be deemed in any way to exist or to bind any of the parties hereto, except as specifically set forth herein. The parties hereto acknowledge that each said party has not been induced to enter into this License Agreement in reliance upon any promises, representations, warranties or statements not set down in writing in the License Agreement.

16. No provisions hereof may be waived unless in writing and signed by all parties hereto. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein. This License Agreement may be modified or amended only by a written agreement executed by all of the parties hereto.

17. This License Agreement shall be construed in accordance with the laws of the State of California. In the event this License Agreement must be enforced by a court of law, the parties hereby agree that any such lawsuit shall be tried by a court of the State of California and that venue of the action shall be in Los Angeles County.

18. This License Agreement may be executed in one or more counterparts, each of which shall be an original but all of which, together, shall be deemed to constitute a single document.

19. This License Agreement has been jointly prepared and shall not be construed as if prepared by any party above.

20. The covenants and burdens of this License Agreement shall be binding until terminated by either party hereto at any time, upon service to the other of written notice, or upon the expiration or termination of the Lease (after which time said covenants shall be automatically extinguished). The parties hereto recognize and understand that either party may terminate this License Agreement on any day following the date first written above and that upon termination Licensee shall remove all personal property and improvements from the Patio Area as provided in Paragraph 2 hereinabove.

21. Any notice, consent or approval ("notice") required or permitted to be given hereunder shall be in writing and may be served personally or by mail; if served by mail it shall be addressed as specified in the address which appears below the signature of the parties below. Any notice which is

EXHIBIT H
LICENSE AGREEMENT (continued)

personally served shall be effective upon service; any notice given by mail shall be deemed effectively given three (3) days after deposit in the United States mail, registered or certified, postage prepaid and addressed to the address below. Either party may by written notice to the other from time to time specify a different address for notice purposes.

LANDLORD:
SAN VICENTE PLAZA,
a California limited partnership

By: DOUGLAS, EMMETT AND COMPANY,
a California corporation,
its agent

By: Michael J. Means
Michael J. Means, Senior Vice President

Dated: 5/15/06

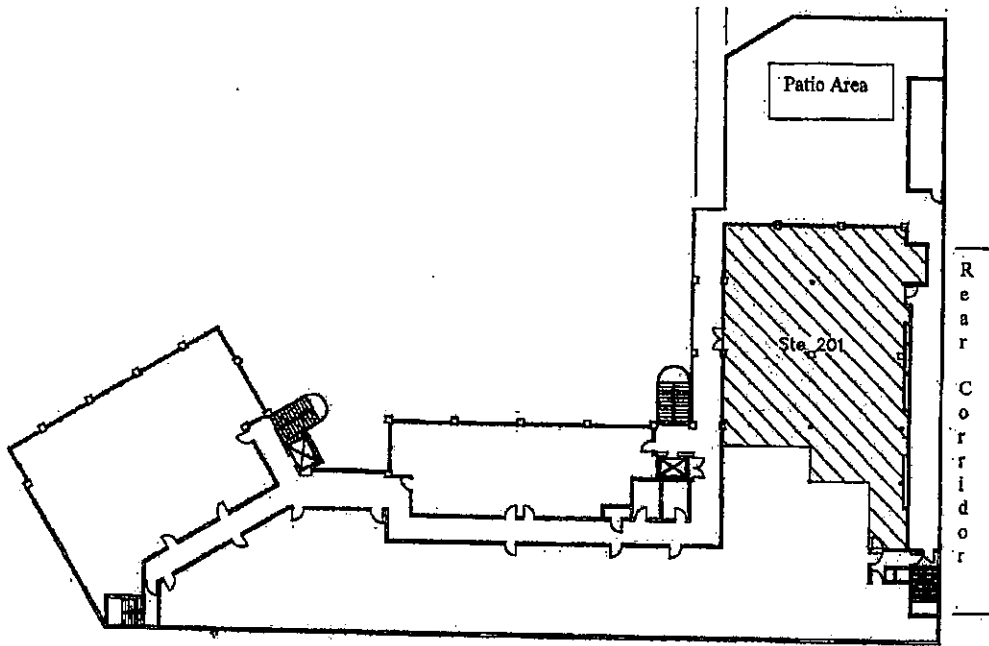
TENANT:
WANTON GROUP BTWD, LLC,
a California limited liability company,
d/b/a Chin Chin BTWD

By: James Lee
Name: James Lee
Title: Managing Partner

By: _____
Name: _____
Title: _____
Dated: 5/1/2006

03/18/11

SCHEDULE 1 TO PATIO-LICENSE AGREEMENT



JL
Initial

7
Initial

Initial

Initial

LICENSE AGREEMENT

This LICENSE AGREEMENT is entered into as of April 25, 2006 by and between SAN VICENTE PLAZA, a California limited partnership ("Owner") and WANTON GROUP BTWD, LLC, a California limited liability company, d/b/a Chin Chin BTWD ("Licensee") and relates to the following facts:

- A. Owner is the owner of certain improved real property located at 11740 San Vicente Boulevard, Suite 201, Los Angeles, California 90049 (the "Property").
B. Licensee is a tenant at the Property by reason of this written lease by and between Owner and Licensee relative to approximately 3,465 rentable square feet of the Property leased by Licensee for a term of ten (10) years (the "Lease").
C. Licensee desires to be granted a limited license to exclusive use and occupancy of a portion of the common areas of the Property for a period continuing until terminated by Owner as provided herein but no later than the termination of the term of the Lease, for the purpose of placing thereon tables and chairs, planters with trees and shrubbery and for serving food and beverages to its restaurant customers and to install an awning ("Awning") to the exterior of the Building Facade.

NOW THEREFORE, in consideration of the covenants and mutual promises of the parties hereto, it is agreed as follows:

1. Owner grants to Licensee a limited license, in effect until terminated by Owner as provided herein or until the expiration of the term of the Lease, whichever occurs first, to have reasonable use of and access to the portion of the common areas of the Property which are outlined on Schedule 1 attached hereto (the "Patio Area") for the limited purposes of: (i) placing thereon tables and chairs, planters with trees and shrubbery and for serving food and beverages to its restaurant customers; and (ii) installing an Awning to the exterior of the Building facade over the Patio Area as depicted on Schedule 1. The license (a) does not constitute a lease or hiring of real property or a deed to grant of an easement by Owner; (b) shall be personal to Licensee; and (c) shall not be assignable without the express written consent of Owner, which Owner may or may not grant in its sole and absolute discretion.

Licensee may have reasonable use and occupancy of the Patio Area subject to the following terms and conditions: (i) Licensee will submit to Owner for advance approval, which approval may be withheld in the sole and absolute discretion of Owner, fully detailed plans and specifications of the Awning, the planters, trees and shrubs, including the height of such trees and shrubs, a description of the tables and chairs including their material and color, the identification of the location of the planters, tables and chairs, and any other information as may be necessary or required by Owner which will enable Owner to determine the appropriateness and acceptability of the improvements. All such improvements and the conduct of Licensee's restaurant business in the Patio Area must meet or exceed all applicable building, health and safety, food and beverage control laws, and other applicable governmental regulations; (ii) Prior to commencing the installation of the improvements described in Subsection (i) above, Licensee shall present evidence that Licensee has obtained all necessary permits and licenses from applicable governmental agencies which will allow the necessary work and improvements to be performed and the business of the Licensee to be conducted at the Patio Area; (iii) Licensee will submit for advance approval to Owner, which approval may be withheld in the sole and absolute discretion of Owner, any proposed changes, deviation, variations or additions to the work or improvements described in Subsection (i) above; and (iv) Licensee will pay any and all costs related to all such improvements including the cost of the tables and chairs, planters, trees, and shrubs (and the repair and maintenance thereof) and installation costs of the Awning.

2. Upon the termination of the Agreement, including any termination by Owner as provided herein, Licensee shall promptly remove all of its personal property and improvements from the Patio Area including the Awning and repair any and all damage (including clean-up) that may be done to Owner's Property in connection with the use and occupancy of the Patio Area contemplated in this License Agreement, or related thereto, and restore the Patio Area and exterior of Building facade to the condition that it was in prior to such improvements by Licensee. If the repairs and work are not commenced within seven days and completed within thirty days following written notice from Owner, then Owner shall have the right to make the needed repairs and work at the expense of Licensee and shall be reimbursed therefor within thirty days of billing by Owner.

3. During the term of the Agreement, Licensee shall pay for any and all maintenance and repair of the Patio Area, Awning and the personal property and improvements located therein. Without limitation of the foregoing, Licensee shall be responsible for and shall pay for the cost of maintaining the Awning in good condition, and for the cost of trimming and maintaining the trees and shrubs (including the maintenance of any maximum height limitations of the trees and shrubs as may be required by Owner), the periodic repair and painting of the chairs and tables, and routine janitorial, maintenance and clean-up of the Patio Area. The determination of what maintenance and repairs of the Patio Area, Awning and the personal property and improvements therein may be required shall be in the sole and absolute discretion of Owner.

4. Licensee shall promptly repair any and all damage (including clean-up) that may be done to the Property including the premises of any other tenant of the Property and any personal property therein in connection with the use of the Patio Area by Licensee as contemplated in this License Agreement, or related thereto. If the repairs are not commenced within seven days and completed within thirty days following written notice from Owner, then Owner shall have the right to make the needed repairs at the expense of Licensee and shall be reimbursed therefor within thirty days of billing by Owner.

Initial Initial Initial Initial

03/18/11

LICENSE AGREEMENT (continued)

5. The use of the Patio Area by Licensee shall be limited solely to the specific purposes set forth in this License Agreement and no structures of any kind shall be erected or placed thereon.

6. Neither Owner nor its agents, servants, employees, contractors or consultants shall be responsible or liable for any damage whatsoever resulting from any cause whatsoever to any property of Licensee of any of its agents, employees, or contractors located at or about the Patio Area.

7. Licensee shall at all times keep the Patio Area in good and sightly condition so far as such may be affected by Licensee's operations hereunder.

8. Licensee shall be responsible and liable for any and all damage to structures or property of Owner for injury to, or death of, persons, due directly or indirectly to Licensee's occupation and use of the Patio Area, and shall promptly pay any claim therefor.

9. Licensee shall indemnify and hold Owner harmless against any and all loss, cost, liability and expense, including attorneys' fees, which Owner may incur as a direct or indirect result of any of the work and activities or rights of Licensee contemplated in this License Agreement.

10. During the periods of this Agreement, Licensee will maintain comprehensive general liability insurance, including contractual liability coverage for the indemnification in Paragraphs 8 and 9 hereof, in the amount of at least Two Million Dollars (\$2,000,000.00) and will furnish a certificate of such insurance to Owner, prior to the commencement of any work or the installation of any personal property or improvements (including the Awning) on the Patio Area, which shall reflect that Owner has been named as an added insured under such policy for such purpose. Such certificate shall also state that such insurance shall not be cancelled or reduced without thirty days prior written notice to Owner.

11. Licensee shall promptly remove and clean-up any trash, dust, debris, or other foreign material from the Property and the Patio Area which results from any activities of Licensee contemplated herein.

12. Upon completion of the installation of the personal property and improvements contemplated in Paragraph 2 hereof, Licensee shall provide evidence to Owner that Licensee has obtained, at its sole expense, all necessary and appropriate governmental permits, licenses and approvals relating to such installation of such improvements including the Awning, and for the conduct of Licensee's restaurant business from the Patio Area.

13. At all times during the installation of the personal property and improvements contemplated herein and the conduct of the restaurant business by Licensee in the Patio Area, Licensee shall use all reasonable efforts to keep the noise at a level so as not to disturb Owner's tenants during regular business hours. Licensee shall not interfere with the tenancy or occupancy of any persons now or hereafter using the Property or any activities being conducted thereat.

14. In any action or proceeding to enforce any provision hereof, or for damages by reason of any alleged breach of this License Agreement, or for a declaration of such party's rights or obligations hereunder, or for any other judicial remedy, the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including but not limited to, such amount as the court may adjudge to be reasonable attorneys' fees for the services rendered the party finally prevailing in any such action or proceeding.

15. This License Agreement contains the entire understanding and agreement between the parties hereto with respect to the matters referred to herein. No other representations, covenants, undertakings, or prior or contemporaneous agreements, oral or written, regarding such matters which are not specifically contained and/or incorporated herein by reference, shall be deemed in any way to exist or to bind any of the parties hereto, except as specifically set forth herein. The parties hereto acknowledge that each said party has not been induced to enter into this License Agreement in reliance upon any promises, representations, warranties or statements not set down in writing in the License Agreement.

16. No provisions hereof may be waived unless in writing and signed by all parties hereto. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein. This License Agreement may be modified or amended only by a written agreement executed by all of the parties hereto.

17. This License Agreement shall be construed in accordance with the laws of the State of California. In the event this License Agreement must be enforced by a court of law, the parties hereby agree that any such lawsuit shall be tried by a court of the State of California and that venue of the action shall be in Los Angeles County.

18. This License Agreement may be executed in one or more counterparts, each of which shall be an original but all of which, together, shall be deemed to constitute a single document.

19. This License Agreement has been jointly prepared and shall not be construed as if prepared by any party above.

20. The covenants and burdens of this License Agreement shall be binding until terminated by either party hereto at any time, upon service to the other of written notice, or upon the expiration or termination of the Lease (after which time said covenants shall be automatically extinguished). The parties hereto recognize and understand that either party may terminate this License Agreement on any day following the date first written above and that upon termination Licensee shall remove all personal property and improvements from the Patio Area as provided in Paragraph 2 hereinabove.

21. Any notice, consent or approval ("notice") required or permitted to be given hereunder shall be in writing and may be served personally or by mail; if served by mail it shall be addressed as specified in the address which appears below the signature of the parties below. Any notice which is

LICENSE AGREEMENT (continued)

personally served shall be effective upon service; any notice given by mail shall be deemed effectively given three (3) days after deposit in the United States mail, registered or certified, postage prepaid and addressed to the address below. Either party may by written notice to the other from time to time specify a different address for notice purposes.

LANDLORD:

SAN VICENTE PLAZA,
a California limited partnership

By: DOUGLAS, EMMETT AND COMPANY,
a California corporation,
its agent

By: Michael J. Means
Michael J. Means, Senior Vice President

Dated: 5/15/06

TENANT:

WANTON GROUP BTWD, LLC,
a California limited liability company,
d/b/a Chin Chin BTWD

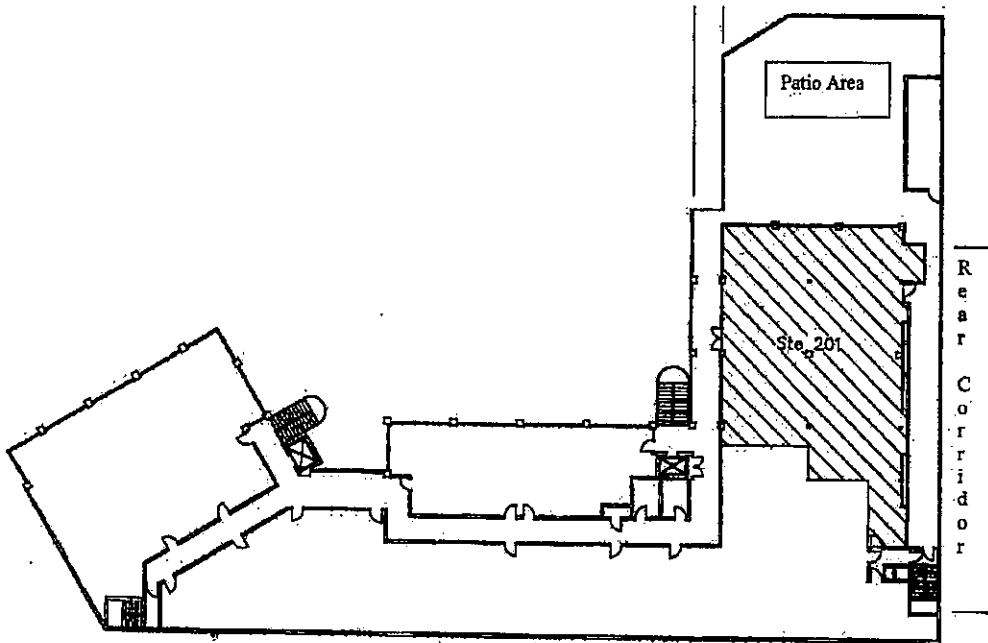
By: [Signature]
Name: James Lee
Title: Managing Director

By: _____
Name: _____
Title: _____

Dated: 5/1/2006

53/18/11

SCHEDULE 1 TO PATIO LICENSE AGREEMENT



AC B _____ _____
Initial Initial Initial Initial

11/11/08

**Douglas
Emmett**

Douglas Emmett Management, LLC
808 Wilshire Boulevard, 2nd Floor, Santa Monica, California 90401
Telephone 310.255.7700 Facsimile 310.255.7701

April 15, 2010

Mr. Wann Lee
Wanton Group BH, LLC dba Chin Chin BH
11740 San Vicente Boulevard, #201
Los Angeles, CA 90049

RE: 2009 Annual Operating Expense Reconciliation
11740 San Vicente Ventura Boulevard, #201, Los Angeles, CA 90049

Dear Mr. Lee:

Douglas Emmett Management, LLC as the managing agent for San Vicente Plaza, has completed its audit of operating expenses for 2009. The enclosed schedule will provide you with information regarding your pro rata share of the 2009 operating expenses.

The 2009 operating expense reflects a balance due of \$ 1,930, which will appear on your next monthly statement.

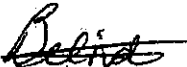
Your 2010 monthly estimate is \$6,181. This amount will appear beginning on your next monthly statement under the description 'Common Area Maintenance'.

In addition, a catch-up billing for the period commencing 1/1/10 and ending 4/30/10 reflects a balance due of \$864, which will also appear on your next monthly statement. This represents the difference between the 2010 monthly estimates and the estimates billed to you for such period.

Thank you for your continued tenancy at San Vicente Plaza. We look forward to serving you for many more years. If you have any questions concerning the monthly operating expense estimates, please call me at 310-820-2349.

Sincerely,

DOUGLAS EMMETT MANAGEMENT, LLC



Belinda Butcher
Property Manager

Enclosure

cc: CAM Accounting Department

03/18/11

pa d

Wanton Group BH, LLC dba Chin Chin BH

SAN VICENTE PLAZA
11740 SAN VICENTE BOULEVARD
LOS ANGELES, CA 90049

2009 Schedule of Operating Expenses

Suite 201
Triple Net Lease

		<u>2009</u>
Utilities (1)		19,668
Services and Supplies (2)		191,401
Repairs and Maintenance (3)		37,739
General and Administrative (4)		183,222
Insurance (5)		<u>15,772</u>
Subtotal		447,802
Real Estate Taxes (6)		<u>239,210</u>
Total Operating Expenses		687,012
Tenant's Pro rata Share	10.70%	73,510
Percent of Year applicable	100%	73,510
1/1/2009 to 12/31/2009		
Less: Expense Estimates Billed (7)		<u>(71,580)</u>

Balance Due for 2009 1,930

Please note that any outstanding balance due from 2009 CAM Monthly Estimates are not reflected on this statement.

Wanton Group BH, LLC dba Chin Chin BH

SAN VICENTE PLAZA
11740 SAN VICENTE BOULEVARD
LOS ANGELES, CA 90049

2010 Operating Expense Estimates

Suite 201
Triple Net Lease

	<u>2010</u>
Projected Operating Expenses	446,192
Projected Real Estate Taxes	<u>246,992</u>
Total 2010 Projected Expenses (1)	693,184
Tenant's %	10.700%
Tenant's Prorata Share	74,171
2010 Monthly Estimates Due	6,181

2010 Year-to-date "Catch-up" for Operating Expense Estimates:

Monthly estimates due for the period 1/1/10-4/30/10	24,724
Monthly estimates billed for the period 1/1/10-4/30/10	(23,860)
Balance due for Operating Expense "Catch-up"	864

- (1) We have employed our best efforts at projecting the 2010 expenses. There can be no assurance that the actual expenses will not exceed these projection.

11/81/88

San Vicente Plaza
2009 Operating Expense Detail
Suite 201 - Wonton Group dba Chin Chin

EXPENSES	NNN
Utilities/Electric	13,579
Utilities/Water	6,089
Utilities Total	19,668
Janitorial	2,867
Landscaping	11,942
Pest Control	1,331
Security	2,830
Trash Removal	20,967
Parking	149,469
Sweeping/Steaming	1,995
Services and Supplies Total	191,401
Elevator	5,528
Fire Equipment	2,700
Lighting R/M	554
Signage/Locks & Keys	1,369
Repairs & Maintenance	23,974
Roof R/M	3,614
Repairs and Maintenance Total	37,739
Salaries-all	106,835
Management Fees	69,545
License/Fees/Permits	2,955
General Administrative	3,887
General and Administrative Total	183,222
Insurance	15,772
Subtotal	447,802
Real Estate Taxes	239,210
TOTAL OPERATING EXPENSE	687,012

(23)

93/18/11

3

93/18/11



SIMKIN & ASSOCIATES, INC.

ATTORNEYS AT LAW

Michael Simkin
Also admitted in New York
And the District of Columbia

1925 Century Park East, Suite 2120
Los Angeles, California 90067-2722
Telephone (310) 788-9089
Facsimile (310) 282-7590

October 20, 2010

VIA U.S. MAIL AND FACSIMILE TO (310) 255-7701

Belinda Butcher
Douglas Emmett Management, LLC
808 Wilshire Boulevard, Suite 200
Santa Monica, California 90401

Re: *Wanton Group BTWD, LLC d/b/a Chin Chin BTWD v. San Vicente Plaza;*
11740 San Vicente Blvd., Los Angeles, CA 90049

Dear Ms. Butcher:

Thank you for your response dated October 19, 2010 and providing the further breakdown of CAM charges. Further clarification is requested of your 2009 Schedule of Operating Expenses category entitled "Services and Supplies" where you have now indicated parking expenses of \$149,469. We also would like to know how much income was collected from tenants and customers for parking on the premises. The parking expenses may not be a proper CAM charge as the Lessor derives "profit" from it, therefore it is not an "expense" but rather an income source of the Lessor and thus not a "common area expense".

As to the fourth category referenced as "General and Administrative" of \$183,222, your salaries and management fees are not CAM items for which you can pass through to your tenants. First, they are not set forth in the lease as an "expense" portion of the CAM. Second, even assuming they were allowed, you must still follow GAAP and I need to know what percentage of your total income for the shopping center is being allocated towards the "General and Administrative" category. Therefore, you cannot charge those salaries and management fees as an item of CAM and you must refund those sums to my client.

Additionally, a landlord cannot include so-called "doing business" fees and expenses in the common area operating costs for its building. For example, in *Tin Tin Corp. v. Pacific Rim Park LLC* (2009) 170 Cal.App.4th 1220, the landlord, which was a limited liability company (LLC), tried to pass through to its tenants taxes and fees that it paid under Revenue & Tax Code §§17941(a) and 17942(a). The appellate court held that "LLC fees and taxes are in essence a cost of conducting business in a particular legal form" and cannot be included as costs of owning and operating the property.

Again, thank you for your further anticipated cooperation, and please provide the requested information to my office within seven (7) days from the date of this letter. Please also let me know if you will be providing a refund of the General and Administrative charges you have wrongly demanded from my client.

TT/BJ/EB

204

Belinda Butcher
Douglas Emmett Management, LLC
October 20, 2010
Page 2 of 2

Please contact me if you have any questions or comments regarding the above. Nothing contained herein shall be deemed a waiver of rights or an election of remedies.

Sincerely,



MICHAEL J. SIMKIN

MS/mtf
cc: Client

03/19/11

San Vicente Plaza
11740 San Vicente Boulevard
Los Angeles, CA 90029

2007 Schedule of Operating Expenses

Tenant: Wanton Group BH, LLC dba Chin Chin BH
Suite: 201
Gross Up %: 0%
Base Year: NNN
Lease ID: 002883

	<u>2007</u>
Utilities (1)	\$21,336
Services and Supplies (2)	\$161,634
Repairs and Maintenance (3)	\$143,023
General and Administrative (4)	\$78,099
Insurance (5)	\$18,766
Real Estate Tax (6)	<u>226,642</u>
Total	\$649,502
Tenant Share: 10.70%	\$69,497
Percent of Year Applicable 100%	
01/01/07 to 12/31/07	\$69,497
Less Expense Estimates Billed	(\$58,236)
Balance/(Credit) due for 2007	\$11,261

- (1) Category includes electricity, gas & water, as applicable.
- (2) Category includes janitorial, pest control, sweeping/steaming, trash Removal, landscaping, security & parking, as applicable.
- (3) Category includes roof, lighting, maintenance, elevator, HVAC, repairs & maintenance, maintenance staff, fire equipment, signage, locks and keys, as applicable.
- (4) Category includes property management and administrative expense.
- (5) Category includes insurance.
- (6) Category includes real estate taxes.

Please note that any outstanding balances due from 2007 CAM billings are not reflected on this statement

205

Wanton Group BH, LLC dba Chin Chin BH

San Vicente Plaza
11740 San Vicente Boulevard
Los Angeles, CA 90029

2008 Operating Expense Estimates

Suite: 201
Base Year: NNN
Gross Up %: 10.700%

	<u>2008</u>
Projected Operating Expenses	\$456,896
Projected Real Estate Taxes	<u>\$228,508</u>
Total Projected Expenses	\$685,404
Tenant's Prorata Share 10.70%	\$73,338
<hr/>	
2008 Monthly Estimate Due	<u>\$6,112</u>

2008 Year-to-date "Catch-up" for Operating Expense Estimates:

Monthly estimates due for the period 1/1/08 - 5/08	\$30,560
Monthly estimates billed for the period 1/1/08 - 5/08	(\$24,265)

Balance/(Credit) Due for Monthly Estimates "Catch-up"	<u>\$6,295</u>
---	----------------

(1) We have employed our best efforts at projecting the 2008 expenses. There can be no assurance that the actual expenses will not exceed these projections.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Street number, and address):

MICHAEL J. SIMKIN, #143260
SIMKIN & ASSOCIATES
1925 CENTURY PARK EAST, SUITE 2120

LOS ANGELES, CA 90067-2722

TELEPHONE NO.: (310) 788-9089 FAX NO.: (310) 282-7590

ATTORNEY FOR (Name): PLAINTIFF Wanton Group BTWD, LLC d/b/a Chin Chin BTWD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

STREET ADDRESS: 111 NORTH HILL STREET

MAILING ADDRESS: 111 NORTH HILL STREET

CITY AND ZIP CODE: LOS ANGELES, CA 90012-3117

BRANCH NAME: CENTRAL DISTRICT

CASE NAME: Wanton Group BTWD, LLC d/b/a Chin Chin BTWD v. Douglas Emmett 2002, LLC dba San Vicente Plaza et al.

FOR COURT USE ONLY

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

MAR 18 2011

John A. Clarke, Executive Officer/Clerk

By [Signature] Deputy
AMBER LAFLEUR-CLAYTON

CASE NUMBER:

BC457620

JUDGE:

DEPT:

CIVIL CASE COVER SHEET

Unlimited (Amount demanded exceeds \$25,000) **Limited** (Amount demanded is \$25,000 or less)

Complex Case Designation

Counter **Joinder**
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort

Auto (22)
 Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
 Product liability (24)
 Medical malpractice (45)
 Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

Business tort/unfair business practice (07)
 Civil rights (08)
 Defamation (13)
 Fraud (16)
 Intellectual property (19)
 Professional negligence (25)
 Other non-PI/PD/WD tort (35)

Employment

Wrongful termination (36)
 Other employment (15)

Contract

Breach of contract/warranty (06)
 Rule 3.740 collections (09)
 Other collections (09)
 Insurance coverage (18)
 Other contract (37)

Real Property

Eminent domain/Inverse condemnation (14)
 Wrongful eviction (33)
 Other real property (26)

Unlawful Detainer

Commercial (31)
 Residential (32)
 Drugs (38)

Judicial Review

Asset forfeiture (05)
 Petition re: arbitration award (11)
 Writ of mandate (02)
 Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)

Antitrust/Trade regulation (03)
 Construction defect (10)
 Mass tort (40)
 Securities litigation (28)
 Environmental/Toxic tort (30)
 Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

Enforcement of judgment (20)

Miscellaneous Civil Complaint

RICO (27)
 Other complaint (not specified above) (42)

Miscellaneous Civil Petition

Partnership and corporate governance (21)
 Other petition (not specified above) (43)

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. Large number of separately represented parties
- b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
- c. Substantial amount of documentary evidence
- d. Large number of witnesses
- e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- f. Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): FIVE

5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: March 18, 2011

MICHAEL J. SIMKIN, #143260

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.

File this cover sheet in addition to any cover sheet required by local court rule.

- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto) Other P/PPWD (Personal Injury/Property Damage/Wrongful Death) Asbestos (04) Asbestos Property Damage Asbestos Personal Injury/ Wrongful Death Product Liability (not asbestos or toxic/environmental) (24) Medical Malpractice (45) Medical Malpractice—Physicians & Surgeons Other Professional Health Care Malpractice Other P/PPWD (23) Premises Liability (e.g., slip and fall) Intentional Bodily Injury/PPWD (e.g., assault, vandalism) Emotional Distress Negligent Infliction of Emotional Distress Negligent Infliction of Emotional Distress Other P/PPWD (19) Business Tort/Unfair Business Practice (07) Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08) Defamation (e.g., slander, libel) (13) Fraud (16) Intellectual Property (19) Professional Negligence (25) Legal Malpractice Other Professional Malpractice (not medical or legal) Other Non-P/PPWD Tort (35) Wrongful Termination (36) Other Employment (15)

Contract

Breach of Contract/Warranty (06) Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence) Negligent Breach of Contract/Warranty Other Breach of Contract/Warranty Collections (e.g., money owed, open book accounts) (09) Collection Case—Seller Plaintiff Other Promissory Note/Collections Case Insurance Coverage (not provisionally complex) (18) Auto Subrogation Other Coverage Other Contract (37) Contractual Fraud Other Contract Dispute Real Property Eminent Domain/Inverse Condemnation (14) Wrongful Eviction (33) Other Real Property (e.g., quiet title) (26) Writ of Possession of Real Property Mortgage Foreclosure Quiet Title Other Real Property (not eminent domain, landlord/tenant, or foreclosure) Unlawful Detainer Commercial (31) Residential (32) Drugs (38) (if the case involves illegal report as Commercial or Residential) Judicial Review Asset Forfeiture (05) Petition Re: Arbitration Award (11) Writ of Mandate (02) Writ—Administrative Mandamus Writ—Mandamus on Limited Court Case Matter Writ—Other Limited Court Case Review Other Judicial Review (39) Review of Health Officer Order Notice of Appeal—Labor Commissioner Appeals

Enforcement of Judgment

Enforcement of Judgment (20) Abstract of Judgment (Out of County) Confession of Judgment (non-domestic relations) Sister State Judgment Administrative Agency Award (not unpaid taxes) Petition/Certification of Entry of Judgment on Unpaid Taxes Other Enforcement of Judgment Case Miscellaneous Civil Complaint RICO (27) Other Complaint (not specified above) (42) Declaratory Relief Only (non-injunctive Relief Only (non-harassment) Mechanics Lien Other Commercial Complaint Case (non-tort/non-complex) Other Civil Complaint Miscellaneous Civil P/PPWD (non-tort/non-complex) Governance (21) Partnership and Corporate Governance (21) Other P/PPWD (not specified above) (43) Civil Harassment Workplace Violence Elder/Dependent Adult Abuse Election Contest Petition for Name Change Petition for Relief from Late Claim Other Civil Petition

Miscellaneous Civil Complaint

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SHORT TITLE: Wanton Group BTWD, LLC d/b/a Chin Chin BTWD v. Douglas Emmett 2002, LLC dba San Vicente Plaza et al.

CASE NUMBER **BC457620**

FOR COURT USE ONLY
FILED
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF LOS ANGELES

MAR 10 2011

John A. Clarke/Executive Officer/Clerk
 By Amber Lafleur-Clayton Deputy
 AMBER LAFLEUR-CLAYTON

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION (CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to LASC Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 1 HOURS/ DAYS

Item II. Select the correct district and courthouse location (4 steps – If you checked “Limited Case”, skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Los Angeles Superior Court Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

1. Class Actions must be filed in the Stanley Mosk Courthouse, Central District.
2. May be filed in Central (Other county, or no Bodily Injury/Property Damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/ Property Damage/ Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 2., 4. 1., 2., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 2., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 2., 4.
<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress		1., 2., 3.	
<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death		1., 2., 4.	

11/51/06

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 3.
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/ Warranty (05) (not insurance)	<input checked="" type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2., 5.
	<input type="checkbox"/> A6008 Contract/Warranty Breach - Seller Plaintiff (no fraud/negligence)	2., 5.
	<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
	<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1., 2., 3., 5.
	<input type="checkbox"/> A6031 Tortious Interference	1., 2., 3., 5.
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2., 6.
	<input type="checkbox"/> A6032 Quiet Title	2., 6.
	<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

Unlawful Detainer

Real Property

Contract

Employment

Non-Personal Injury/ Property
Damage/ Wrongful Death Tort

CIVIL CASE COVER SHEET ADDENDUM
AND STATEMENT OF LOCATION

SHORT TITLE: Wanton Group BTWD, LLC d/b/a Chin Chin BTWD v. Douglas Emmett 2002, LLC dba San Vicente Plaza et al.

CASE NUMBER

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus	2., 8.
	<input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter	2.
	<input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2., 9.
	<input type="checkbox"/> A6160 Abstract of Judgment	2., 6.
	<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2., 9.
	<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
	<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
	<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Miscellaneous Civil Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
	<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
	<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
	<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.
Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Miscellaneous Civil Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2., 3., 9.
	<input type="checkbox"/> A6123 Workplace Harassment	2., 3., 9.
	<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
	<input type="checkbox"/> A6190 Election Contest	2.
	<input type="checkbox"/> A6110 Petition for Change of Name	2., 7.
	<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2., 3., 4., 8.
	<input type="checkbox"/> A6100 Other Civil Petition	2., 9.

Judicial Review

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

Miscellaneous Civil Petitions

11/18/11

CIVIL CASE COVER SHEET ADDENDUM
AND STATEMENT OF LOCATION

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LASC Approved CIV 109 (Rev. 01/07).
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form FL-935, if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

Michael J. Simkin
(SIGNATURE OF ATTORNEY/FILING PARTY)

Dated: March 18, 2011

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the LOS ANGELES - SUPERIOR courthouse in the CENTRAL District of the Los Angeles Superior Court [Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subs. (b), (c) and (d)].

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.	ADDRESS: 11740 San Vicente Blvd., Suite 201 Los Angeles STATE: CA ZIP CODE: 90049
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II, Step 3 on Page 1, as the proper reason for filing in the court location you selected.

SHORT TITLE: Wanton Group BTWD, LLC d/b/a Chin Chin BTWD v. Douglas Emmett 2002, LLC dba San Vicente Plaza et al.	CASE NUMBER
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