

## COMMERCIAL BUILDING LEASE for 740 Dennery Rd, San Diego, CA 92154

THIS LEASE AGREEMENT ("Lease") is entered into and made effective as of June 15, 2021 (the "Effective Date"), by and ORLANSKY FAMILY LLC Shelle Orlansky and Arlene Orlansky, as Orlansky Family LLC ("Landlord") on the one hand, and Linsey Schwerdtfeger, Inc., dba Meineke Car Care Center formerly known as Econolube ("Tenant").

**1. LEASE OF PREMISES.** Landlord, in consideration of the rents and covenants contained herein, hereby leases to Tenant on the following terms and conditions those certain premises together with the auto service shop and related site improvements located thereon and appurtenances thereto ("Leased Premises") commonly known as 740 Dennery Rd, San Diego, CA 92154. The Leased Premises is located within a shopping center, and the Leased Premises, together with certain common areas and other buildings, if any, may be collectively referred to as the "Shopping Center".

**2. TERM.** The term ("Term") of this Lease shall be for five (5) years commencing on May 4, 2021 ("Commencement Date"), and ending on May 3, 2026 (the "Termination Date"), unless sooner terminated. At the expiration of the initial Lease Term, provided there is no Event of Default at the time of delivery of Tenant's Option Notice and no Event of Default at the time of the commencement of the Extension Term, Tenant shall have the option to extend the initial Lease Term for five (5) years (the "Extension Term"). Tenant shall deliver written notice to Landlord of its election to exercise such option to extend ("Tenant's Option Notice") not later than one hundred fifty (150) days prior to expiration of the initial Lease Term. The Base Rent during the Extension Term shall be as set forth in section 3.

At the end of the Extension Term, Tenant shall have the option to extend the Extension Term for five (5) years. Tenant shall deliver written notice to Landlord of its election to exercise such option to extend ("Tenant's Second Option Notice") not later than one hundred fifty (150) days prior to expiration of the Extension Term. The Base Rent during the Second Extension Term shall be as set forth in section 3.

**3. BASE RENT.** Commencing on the Commencement Date and continuing thereafter on the first day of each month until the end of the Term of this Lease, Tenant shall pay to Landlord, in advance, base rent in the following amounts for the following periods ("Base Rent"), all without offset or deduction:

Period	Amount:
Year 1 (Months 1-12)	\$7500.00/month
Year 2 (Months 13-24)	\$7725.00/month
Year 3 (Months 25-36)	\$7956.75/month
Year 4 (Months 37-48)	\$8195.45/month
Year 5 (Months 49-60)	\$8441.31/month

(a) Tenant's obligation to pay Base Rent shall be prorated in the first and last months of the term of this Lease based upon the portion of the month during which Tenant occupies the Leased Premises. Rent shall be payable in lawful money of the United States to Landlord at the address stated in this Lease or to any other address that Landlord may designate from time to time.

(b) if any sum due from Tenant is not received by Landlord when due and is more than ten days late, then without any requirement for notice to Tenant, Tenant shall pay to Landlord a late charge equal to ten percent (10%) of the overdue sum, which sum shall be considered additional rent

(c) RENT FOR OPTION PERIOD:

Period	Amount:
Year 6 (Months 73-84)	\$8694.55
Year 7 (Months 85-96)	\$8955.39
Year 8 (Months 97-108)	\$9224.05
Year 9 (Months 109-120)	\$9500.77
Year 10 (Months 121-132)	\$9785.79

(c) RENT FOR SECOND OPTION PERIOD:

Period	Amount:
Year 11 (Months 133-144)	\$10,079.36
Year 12 (Months 145-156)	\$10,381.74
Year 13 (Months 157-168)	\$10,693.20
Year 14 (Months 169-180)	\$11,013.99
Year 15 (Months 171-192)	\$11,684.75

(d) SERVICE AND LATE FEES:

The parties agree that each time a check remitted by Tenant is returned unpaid by a bank for insufficient funds, stop payment or other reason not the fault of Landlord, Landlord shall be entitled to charge Tenant a service fee of Fifty Dollars (\$50.00), plus all bank fees incurred by Landlord in connection with such returned check. Landlord's acceptance of any interest payments and/or late fee shall not constitute a waiver of Tenants default with respect to the overdue sum, or prevent Landlord from exercising any of its other rights and remedies under the Lease. Tenant agrees to pay Landlord any and all costs incurred by Landlord in effecting the collection of such past due sums, including the fees of an attorney or collection agency. In addition to the late and returned check fees referred to above, all past due rent and other amounts payable to Landlord, shall bear interest at the rate of ten percent (10%) per annum.

**4. SECURITY DEPOSIT.** Tenant shall deposit with Landlord, upon Tenant's execution and delivery of the Lease, the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) "Security Deposit") to be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants and conditions of the Lease for the Term of the lease and any renewals or extensions thereof. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on such Security Deposit. If Tenant shall fully and faithfully perform every provision of the Lease to be performed by it, the Security Deposit or any remaining balance thereof shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within thirty (30) days following Tenant vacating the Leased Premises. In the event of termination of Landlord's interest in the Lease by reason of sale of the Premises or other reason, Landlord may transfer the Security Deposit or any re-

maining balance thereof to Landlord's successor in interest and, thereupon, Landlord shall be discharged from any further liability to Tenant with respect such Security Deposit.

5. **USE.** (a) Unless otherwise approved by Landlord in writing, the Leased Premises shall only be used as, and by, a franchisee of Meineke Car Care Centers, LLC, while using the name "Meineke" in the operation of Tenant's business, and shall use the Leased Premises for the operation of a facility to sell, install and service tires, automotive exhaust systems, brakes and break parts, shock absorbers, front end alignment services and parts, tires, lube, oil and maintenance services and related accessories plus other automotive products and services and incidental uses (including, but not limited to, autobody parts, tires, and rims, internal automotive parts; in-stall aftermarket parts, including but not limited to: lift kits, lowering kits, performance parts; sell automotive equipment as authorized vendor, including but not limited to: A/C machines, lifts, alignment kits, etc.; remanufacturing automotive parts, including but not limited to: engines, transmissions, transfer cases, etc.; sell automotive accessories as an authorized, including but not limited to: tuner, scantools, electronics, windshield wiper blades, etc.; engage in automotive detailing and restoration; financing of automotive repairs and parts; authorized vendor to the DMV, rideshare, and fleet accounts for inspections, services, and installations as warranted; provide services, installations, and inspections to public and private clients as warranted; and sub-contract autobody and automotive work as warranted, as well as general automotive repair and maintenance services, including, but not limited to, lubrication, air conditioning services, transmission and cooling system services) or for such other use as Tenant may determine in Tenant's reasonable business judgment, provided that such use: (i) is lawful, (ii) is in compliance with applicable environmental, zoning, and land use laws and requirements, and (iii) does not violate matters of record or restrictions affecting the Leased Premises, and (iv) no other uses without the prior written consent of Landlord which consent shall not be unreasonably withheld, conditioned or delayed.

(b) Landlord shall not erect on land adjoining the Leased Premises any structure or improvements which interfere with access to the Leased Premises or obstruct the visibility of the Leased Premises or Tenant's signage.

(c) Tenant shall use the Leased Premises in compliance with all applicable laws, statutes, ordinances, rules, regulations, orders, recorded covenants and restrictions, and requirements of any fire insurance underwriters or rating bureaus, now or later in effect. Tenant acknowledges having received and reviewed the covenants, conditions and restrictions attached hereto as Exhibit "D" (the "CC&Rs"), incorporated herein by this reference, and Tenant shall at all times comply with all terms, provisions, and restrictions set forth in the CC&Rs.

(d) In accordance with California Civil Code Section 1938, Landlord hereby discloses that Landlord has no knowledge whether the Building has undergone inspection by a Certified Access Specialist, and it is therefore unknown whether the Leased Premises/Shopping Center has been determined to meet construction related accessibility standards pursuant to California Civil Code Section 55.53.

(e) **Compliance with Legal Requirements.** At Tenant's sole cost and expense, Tenant will promptly comply with all laws, statutes, ordinances, rules, regulations, orders, recorded covenants and restrictions, CC&R's, and requirements of all municipal, state, and federal authorities and to all provisions of the Americans with Disabilities Act ("ADA").

(f) Landlord shall be responsible for replacements to the utility and mechanical systems of the Building, including the heating, ventilating and air conditioning system, when such systems have met their useful life; provided, however, that Tenant complies with its obligations in Paragraph 6, below;

(g) Landlord may, upon 24 hour prior written notice to Tenant, enter the Leased Premises at reasonable times for the purpose of inspection. In addition, for a period of ninety (90) days prior to the termination of this Lease, Landlord may at reasonable hours and upon

notice to Tenant show the Leased Premises to prospective tenants and during the sixty (60) days prior to the termination of this Lease may display the usual and ordinary "For Rent" or "For Sale" signs which shall be of such dimensions and so displayed as to not interfere with the operation of Tenant's business.

(h) Tenant shall not make additions and non-structural alterations to the Leased Premises without Landlord's prior written consent.

(i) As used in this Lease, the term "Common Areas" shall mean all areas and facilities within the Shopping Center that are not designated by Landlord for the exclusive use of Tenant, Landlord, or any other tenant/occupant of the Shopping Center, including but not limited to parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, parkways, driveways, landscaped areas, recreation areas, and green belts.

(j) Tenant shall not do or permit any act that could:

(i) cause any structural damage to the Building and/or the Shopping Center,  
or

(ii) cause damage to any part of the Building, except to the extent reasonably necessary for the installation of Trade Fixtures, equipment, machinery, or the construction of alterations as permitted under this Lease or as approved in writing in advance by Landlord.

(k) Tenant shall not operate or permit the operation of any equipment or machinery in/on the Building and/or the Shopping Center that could:

(i) materially damage the Shopping Center,

(ii) impair the efficient operation of the Building's heating, ventilation, or air conditioning system,

(iii)

(iv) overload or otherwise place an undue strain on the Building's electrical and mechanical systems, or

(v) damage, overload, or corrode the Building's sanitary sewer system.

(l) Tenant shall not install or attach anything in the Building in excess of the load limits established for the Building. Tenant shall contain and dispose of all dust, fumes, or waste products generated by Tenant's use of the Leased Premises so as to avoid:

(i) unreasonable fire or Health hazards,

(ii) damage to the Building and the Shopping Center, or

(iii) any violation of any Laws

## **6. REPAIRS & MAINTENANCE**

(a) Tenant shall clean and maintain in good order, condition, and service:

(i) all plumbing and sewage facilities in the Leased Premises, including but not limited to all plumbing fixtures, pipes, fittings, or other parts of the plumbing system in the Leased Premises;

(ii) all fixtures, interior walls, floors, carpets, draperies, window coverings, and ceilings in the Leased Premises;

(iii) all windows, doors, entrances, and plate glass in the Leased Premises;



(iv) all electrical facilities and all equipment in the Leased Premises, including all light fixtures, lamps, bulbs, tubes, fans, vents, exhaust equipment and systems; and

(v) any fire detection or extinguisher equipment including smoke alarms in the Leased Premises.

(vi) maintain continuously throughout the term of the Lease a service contract for the maintenance of all heating, air conditioning, and ventilation equipment with a licensed repair and maintenance contractor approved by Landlord; the contract should provide for periodic inspections and servicing of the heating, air conditioning, and ventilation equipment at least once every ninety (90) days during the term of the Lease.

(vii) storefront, Tenant's signs, locks, windows, doors, garage or bay doors and floors and all such items as may from time to time be required by any governmental authority.

(viii) Tenant shall contract with a service company for the quarterly maintenance of air conditioning and heating equipment servicing the Premises' and for pest extermination at reasonable intervals to prevent any infestation.

(ix) Tenant shall keep the outside areas immediately adjoining the Premises free of any obstructions, rubbish and merchandise. Tenant shall not erect on the roof or exterior walls of the Premises any aerial, satellite dish or other item requiring roof penetration without the prior written consent of Landlord. If Tenant fails to maintain or repair the Premises as required herein, Landlord may make such repairs at Tenant's expense plus twenty percent (20%) of such cost as overhead.

b.) Surrender: On the last day of the term hereof, or on any sooner termination, Lessee shall surrender the Premises to Lessor with the property decommissioned properly in accordance with city, county, state and federal regulations. Lessee shall repair any damage to the Premises occasioned by the installation or removal of trade fixtures, furnishings, and equipment. The space shall be clean and free of debris and all property of the Lessor in good operating condition.

## **7. SHOPPING CENTER'S OPERATING COSTS.**

(a) Tenant to Bear Pro Rata Share of Expense: In each Lease year, Tenant will pay to Landlord, or at Landlord's option, directly to the Operator or Owner of the shopping center, in addition to the rentals specified in Paragraph 3 hereof, as further additional rent, subject to the limitation hereinafter set forth, a proportion of the shopping center's operating cost, hereinafter defined, based upon the formulas established in the shopping center's CC&R's and Reciprocal Easement Agreements.

(b) For the purpose of this Paragraph 6, the "Shopping Center's Operating Cost" means the total cost and expense incurred in operating and maintaining the common facilities, hereinafter defined, actually used or available for use by Tenant and the employees, agents, servants, customers and other invitees of Tenant, specifically including, without limitation, gardening and landscaping, the cost of liability and Leased Premises damage insurance, repairs, line painting, common area utilities, sanitary control, pest control, removal of trash, rubbish, garbage and other refuse, reasonable reserves for replacements and repairs, Leased Premises management of common areas, bookkeeping, real property taxes and assessments thereon, and the cost of personnel to implement such services, to direct parking, and to police the common facilities. In addition, said common area operating costs shall include an administrative charge equal to ten percent (10%) of the actual common area operating costs and this charge shall be subsumed in and billed as a part of the common area expenses as additional rent. "Common Facilities" means all areas, space, equipment and special services provided by Landlord for the common or joint use and benefit of the occupants of the shopping center, their employees, agents, servants, customers and other invitees, including, without limitation, parking areas, access roads, driveways, retaining walls, landscaped areas, truck service ways or tunnels, loading docks, pedestrian malls, courts, stairs, ramps and sidewalks, comfort and first aid stations, washrooms and parcel pick-up stations.

(c) The Shopping Center's Operating Cost to be paid in this Paragraph 6 shall be computed by the shopping center Operator or Owner on a monthly or quarterly basis, and shall be paid by Tenant promptly upon receipt of monthly or quarterly bills therefore from Landlord without any deduction or set-off whatever.

d) Tenant's Use and Maintenance of Common Areas; Self-Maintenance by Tenant. In addition to Tenant's obligations in Section 8 below and elsewhere in the Lease, Tenant shall keep all Common Areas free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operations and shall be responsible for keeping the Common Areas neat, clean and orderly, properly lighted and landscaped, and shall cause to be repaired any damage to Common Areas facilities caused by any act or omission of Tenant or Tenant's employees or agents. Tenant shall permit the use of Common Areas only for their intended purposes, including vehicular and pedestrian access, ingress and egress to and from the Premises and for parking in designated parking areas. If the amount of the Common Areas is diminished at any time during the Lease Term, Landlord shall not be subject to any liability therefore nor shall Tenant be entitled to any compensation or diminution or abatement of rent.

**8. TAXES AND UTILITIES.** (a) Tenant shall pay prior to delinquency pursuant to bills procured and submitted to Tenant by Landlord at least seven (7) days prior to their due date, all taxes and assessments which may be levied or assessed upon the Leased Premises subsequent to the Commencement Date. Tenant may at its expense contest all such taxes and assessments in the name of Landlord if necessary.

(b) Tenant shall pay for all water, gas, electricity and all other utilities consumed at the Leased Premises.

(c) Tenant shall pay for the premiums paid to maintain the casualty and liability insurance carried by Landlord covering the Shopping Center and the Leased Premises.

(d) Landlord shall install smoke detectors within sixty (60) days of execution of this Lease. Following the installation, Tenant shall pay for the maintenance and repair of the smoke detectors

(e) Tenant shall pay the Property Taxes for the Leased Premises as this is a triple net lease directly to San Diego treasurer-tax collector parcel 631-042-14-00. Landlord shall immediately forward Tenant a copy of the Property Tax bill upon its receipt.

**9. LICENSES AND COMPLIANCE WITH LAWS.** Tenant shall comply with all Laws and shall not use, or permit the use of, the Leased Premises in violation of any Laws. "Laws" shall be defined as all applicable governmental and quasi-governmental laws, statutes, ordinances, regulations and orders including, but not limited to Environmental Laws (as hereafter defined) and the ADA. Tenant agrees that it shall be responsible for complying in all respects with the Americans with Disabilities Act of 1990, as such act may be amended from time to time, and all regulations promulgated thereunder, and all state and local Laws relating to disabled or handicapped persons (collectively, "ADA"), affecting the Leased Premises including, but not limited to, making required so-called readily achievable or reasonable changes to remove any architectural or communications barriers and providing auxiliary aides and services at the Leased Premises. Tenant shall maintain and procure at its own expense and responsibility all licenses, permits or inspection certificates required by any governmental authority respecting Tenant's use of, or business at, the Leased Premises. Tenant may contest any Laws and, if consented to by Landlord, may join Landlord's name as a nominal party in any such contest. In such event Tenant shall indemnify Landlord against any costs, penalties or attorney's fees incurred by or asserted against Landlord by virtue thereof. Notwithstanding the foregoing, in no event shall Tenant be required to comply with any law or to cure any illegal condition if the illegality or necessity to comply (i) existed or arose before Tenant took

possession and was not caused by any act or omission of Tenant, or (ii) was directly caused by any act or omission of Landlord.

(b) The term "Environmental Laws" includes, but is not limited to all federal, state and local statutes, regulations or ordinances, all rules, policies, directives, orders, demands or requirements of any government agency, and all common law, regulating, relating to, affecting or imposing liability or other obligations concerning hazardous substances, hazardous wastes, Hazardous Materials, Pollutants, Wastes, human health or the environment, including but not limited to the occupational or environmental conditions on or about the Property, as now exist or may at any later time be adopted or amended, including, but not limited to, laws and regulations relating to Hazardous Materials or Waste Release reporting requirements, noise abatement requirements, provisions protecting natural resources, species and habitat.

#### **10. INSURANCE ON THE PREMISES.**

(a) Tenant shall, at Tenant's sole expense, obtain and keep in force during the term of this Lease:

(i) Commercial general liability insurance, including Leased Premises damage, against liability for bodily injury, personal injury, death, and damage to Leased Premises occurring on the Leased Premises with combined single limit coverage of at least \$2,000,000.00 per occurrence and a general aggregate combined single limit of bodily injury and Leased Premises damage liability of at least \$2,000,000.00; that policy shall include contractual liability, insuring Tenant's performance of indemnification obligations contained in this Lease; and

(ii) Fire and hazard "all risk" insurance loss and damage covering one hundred percent (100%) of the full replacement cost valuation of the Building, the tenant improvements, the Alterations, and Tenant's personal Leased Premises including its business papers, furniture, fixtures and equipment, which shall include loss of rent coverage (also known as rental income coverage) and shall be subject to commercially reasonable deductibles with a maximum deductible of \$5000, in the event of fire, lightning, windstorm, vandalism, malicious mischief and all other risks normally covered by "all risk" policies carried by landlords and/or tenants (at Landlord's discretion) of comparable buildings in the vicinity of the Building.

(b) Where applicable, each policy of insurance required to be carried by Tenant pursuant to Section 9(a):

(i) shall name Landlord and any other parties in interest that Landlord reasonably designates as additional insureds;

(ii) shall be primary insurance that provides that the insurer shall be liable for the full amount of the loss without the right of contribution from any other insurance coverage of Landlord;

(iii) shall be in a form satisfactory to Landlord;

(iv) shall be carried with companies reasonably acceptable to Landlord;

(v) shall provide that the policy shall not be subject to cancellation, lapse, or change, except after at least thirty (30) days' prior written notice to Landlord;

(vi) shall not have a "deductible" in excess of any amount reasonably approved by Landlord;

(vii) shall contain a cross liability endorsement; and

(viii) shall contain a "severability" clause. If Tenant has in full force a blanket policy of liability insurance with the same coverage for the Leased Premises as described in Section 9(a), that blanket insurance shall satisfy the requirements of Section 9(a), provided that the blanket policy specifically states the address of the Leased Premises as being covered. A copy of each policy evidencing the insurance required to be carried by Tenant pursuant to Section 9(a) or a certificate of the insurer, certifying that the policy has been issued, which provides the coverage required by Section 9(a) and which contains the specified provisions, shall be delivered to Landlord prior to the time Tenant takes possession of the Leased Premises



and upon renewal of those policies, not less than thirty (30) days prior to the expiration of the term of the coverage.

(c) Landlord may maintain, not subject to reimbursement pursuant to Section 6, the following policies of insurance:

(i) a policy of fire and "all risk" Leased Premises damage insurance insuring Landlord against loss of rents for a period of not less than thirty-six (36) months and from physical damage to the Building and the Shopping Center, with coverage of not less than the full replacement cost of the Building. Landlord may insure the Shopping Center separately, or may insure the Shopping Center with other Leased Premises owned by Landlord that Landlord elects to insure together under the same policy. Any fire and Leased Premises damage insurance:

(A) may be endorsed to cover loss caused by any additional perils against which Landlord may elect to insure, including earthquake or flood, and to provide any additional coverage Landlord reasonably requires, and

(B) shall contain reasonable "deductibles," which in the case of earthquake and flood insurance, may be up to ten percent (10%) of the replacement value of the Leased Premises insured or any higher amount that is then commercially reasonable. Landlord shall not be required to insure any Alterations constructed by Tenant;

(ii) a policy of commercial general liability insurance insuring Landlord against liability for personal injury, bodily injury, death, and damage to Leased Premises occurring or resulting from an occurrence in, on, or about the Shopping Center.

(d) Tenant shall pay any increase in Landlord's Leased Premises insurance over the amount of the premium immediately prior to the commencement of the Term that is attributed by Landlord's insurance carrier to the nature of Tenant's occupancy or any act or omission of Tenant.

(e) Tenant and Landlord each release the other and waive the entire right of recovery against the other for any damage or liability arising out of or incident to the perils insured against, whether due to the negligence of Landlord, Tenant, or their respective employees, agents, contractors, and invitees. Prior to obtaining the required policies of insurance, Tenant shall notify Tenant's insurance carrier that the previous waiver of subrogation is in this Lease.

**11. WAIVER OF SUBROGATION RIGHTS.** Neither Landlord nor Tenant shall be liable to the other for any loss or damage to the Leased Premises from risks ordinarily insured against under fire insurance policies with extended coverage endorsements irrespective of whether such loss or damage results from their negligence or that of any of their agents, employees, licensees, invitees or contractors.

**12. DESTRUCTION OF PREMISES.** (a) If the Leased Premises are destroyed or damaged to the extent of twenty five percent (25%) or more of the then full replacement cost from a cause not insured against under either Landlord's or Tenant's casualty insurance policy, Landlord shall have the right to terminate this Lease by giving written notice of termination to Tenant within thirty (30) days after the date of the damage or destruction, in which case this Lease shall terminate as of the receipt by Tenant of Landlord's notice and the Base Rent, Insurance Costs, Real Estate Taxes, CAM Expenses, Privilege Tax and other sums payable by Tenant hereunder shall be adjusted proportionately as of the date of such termination. If the Lease is not so terminated, then Landlord shall diligently proceed to repair and restore the Leased Premises.

(b) If the Leased Premises or the Shopping Center are destroyed or damaged to the extent of twenty five percent (25%) or more of the then full replacement cost from a cause covered by either Tenant's or Landlord's casualty insurance, and that damage or destruction may be repaired or restored within ninety (90) days after commencement of repair or restoration, then Landlord shall diligently proceed to repair and restore the Leased Premises. If Landlord determines that the Leased Premises cannot be repaired or restored within that



period, then Landlord shall have the right to terminate this Lease by written notice to Tenant given within sixty (60) days after the date of damage or destruction; Tenant's obligation to pay rent and other charges under this Lease shall terminate as of the date of the damage or destruction or as of the date Tenant ceases to do business at the Leased Premises, whichever date is later.

(c) If the Building or the Shopping Center is damaged to the extent of fifty percent (50%) or more of its replacement cost, Landlord may elect to terminate this Lease by written notice to Tenant given within sixty (60) days after the date of damage or destruction, whether the Leased Premises are affected or not; in that case, this Lease shall terminate as of the receipt by Tenant of Landlord's notice.

(d) If, in any case that is the subject of this Section, the Leased Premises or any portion of the Leased Premises is rendered unfit for use and occupancy and this Lease is not terminated as provided above, a just proportion of the Base Rent, in light of the nature and extent of the damage, shall be abated until the Leased Premises are restored by Landlord as provided above, excluding any fixtures or items installed or paid for by Tenant that Tenant is entitled or required to remove under this Lease.

(e) Except as expressly provided in this Lease, damage to or destruction of the Leased Premises or the Shopping Center shall not terminate this Lease or result in any abatement of rentals. Tenant waives any right of offset against Tenant's rental obligations that may be provided by any statute or rule of law in connection with Landlord's duties of repair and restoration under the provisions of this Lease. Further, and notwithstanding anything set forth in this Section to the contrary, if the Leased Premises are damaged and such damage was caused by a casualty covered under an insurance policy required to be maintained pursuant to Section 9, Tenant shall repair such damage at Tenant's sole cost and expense, and the Lease shall continue in full force and effect with no abatement of rent, whether or not the insurance proceeds are sufficient to effect such repair.

### **13. ENVIRONMENTAL.**

(a) Tenant agrees that any and all handling, transportation, storage, treatment, disposal, or use of Hazardous Substances by Tenant in or about the Lease Premises shall strictly comply with all applicable Environmental Laws.

(b) Tenant agrees to indemnify, defend and hold Landlord harmless from any liabilities, losses, claims, damages, penalties, fines, attorney's fees, expert fees, court costs, remediation costs, investigation costs, or other expenses resulting from or arising out of the use, storage, treatment, transportation, release, or disposal of Hazardous Substances on or about the Leased Premises and Shopping Center by Tenant.

(c) Tenant agrees to promptly notify Landlord of any communication received from any governmental entity concerning Hazardous Substances or the violation of Environmental Laws that relate to the Leased Premises and/or the Shopping Center.

(d) If the presence of Hazardous Substances in/on the Leased Premises and/or Shopping Center caused or permitted by Tenant results in the contamination or deterioration of the Leased Premises and/or Shopping Center or any water or soil beneath the Leased Premises and/or Shopping Center, Tenant shall promptly take all action necessary to investigate and remedy that contamination at Tenant's sole cost and expense.

(e) Tenant agrees that it shall not use, handle, store, transport, generate, release, or dispose of any hazardous materials, including petroleum products to be generated, used, treated, stored, released or disposed of in, on or under the Leased Premises, except small quantities of common chemicals such as adhesives, lubricants, and cleaning fluids in order to conduct business at the Leased Premises and other hazardous substances that are necessary

for the operation of Tenant's business and for which Landlord gives written consent prior to the hazardous substances being brought onto the Leased Premises. Tenant shall be in compliance with all Federal, state and local environmental laws. Tenant agrees to defend, protect, indemnify and save harmless Landlord, its beneficiaries and their respective shareholders, owners, partners, affiliates, officers, agents and employees from and against all liability, costs, claims and damages resulting from the occurrence, condition, presence, discharge, disposal, act, omission or violation involving any Federal, state or local environmental laws or hazardous materials including petroleum products which arose, originated or occurred on or after the Commencement Date. Tenant shall, within ten (10) days after written request from Landlord, disclose in writing all Hazardous Substances that are being used by Tenant on the Leased Premises, the nature of the use, and the manner of storage and disposal.

**14. CONDEMNATION.** If the entire Shopping Center or Leased Premises shall be taken by public authorities by condemnation or otherwise or if part of the Shopping Center or Leased Premises are taken so that it is impossible or impractical for Tenant to use the Leased Premises and Building efficiently and economically for the conduct of its business, this Lease shall terminate. However, if part of the Leased Premises is taken so that the conduct of Tenant's business, in Tenant's sole opinion, is not materially impaired, Landlord will promptly restore the building to a complete architectural unit, and this Lease shall cease as to the part taken and shall continue as to the part not taken. In that event the rent shall be adjusted in the proportion to the value of the area taken bears to the value of the Leased Premises. Neither party hereto shall have any rights in any award made to the other.

**15. ASSIGNMENT AND SUBLETTING.** Tenant shall not voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber the Lease or any interest therein, and shall not sublet the Premises without first obtaining the written consent of Landlord, such consent not to be unreasonably withheld or delayed.

**16. TENANT'S RIGHT OF FIRST REFUSAL.** Landlord hereby grants Tenant a right of first refusal to purchase the Leased Premises at the same price and upon the same terms, provisions and conditions as may be contained in any written bona fide offer for the purchase thereof which Landlord shall at any time during the term of this Lease or any extension thereof be ready and willing to accept. Landlord shall give Tenant a copy of the offer containing all terms, provisions and conditions, and Tenant shall have thirty (30) days from and after receipt to exercise such right.

**17. SIGNS AND FIXTURES.** (a) Subject to applicable laws and ordinances, Tenant shall have the right to erect, maintain and operate signs on the Leased Premises.

(b) Reserved.

(c) Tenant shall have the right to install on the Leased Premises any equipment or fixtures for the operation of its business which equipment and fixtures shall always be deemed personal Leased Premises subject to repossession.

(d) Upon the expiration of this Lease, Tenant shall have the right to remove from the Leased Premises its signs, equipment, fixtures and other personal Leased Premises, provided that Tenant shall repair any damage to the Leased Premises caused by such removal.

**18. WAIVER AND CUMULATIVE RIGHTS.** No waiver of any breach of this Lease by Landlord shall be considered to be a waiver of any other or subsequent breach. Landlord's consent to or approval of any act by Tenant shall not waive the necessity for Landlord's consent to or approval of any subsequent act by Tenant. Landlord's acceptance of rent shall not be a waiver of any preceding breach of Tenant, other than Tenant's failure to pay the rent that Landlord accepted, regardless of Landlord's knowledge of the preceding breach at the time of acceptance of the rent. All rights and remedies of Landlord herein provided or allowed by law shall be

cumulative.

#### **19. QUIET ENJOYMENT.**

(a) Landlord represents and warrants that it is legally empowered to execute this Lease and that:

- (i) under the zoning laws and all other laws, covenants, restrictions, regulations, ordinances and environmental regulations pertaining to the Leased Premises, Tenant may now conduct and hereafter shall not be prohibited from conducting business on the Leased Premises for the automotive uses and purposes provided in Paragraph 4(a); and
- (ii) Tenant, on payment of the rent herein provided and performance of its obligations hereunder, shall and may peacefully and quietly have, hold and enjoy the Leased Premises for the term hereof or any extension or renewal thereof with all the rights and privileges and for the uses herein provided.

**20. ENCUMBRANCES.** This Lease shall be subject to any mortgage or trust deed on the Leased Premises on the condition that the mortgagee or holder of the indebtedness provides Tenant with a non-disturbance agreement providing that:

(i) so long as no lease default exists and the rent is paid to the party lawfully entitled thereto, Tenant's possession of the Leased Premises shall not be disturbed and this Lease shall remain effective against the mortgagee or any other party claiming under such encumbrance; and

(ii) the proceeds of any insurance or condemnation award received by said mortgagee or other claimant under the encumbrance shall be applied or made available for the repair or restoration of the Leased Premises where so required of Landlord under this Lease.

#### **21. REMEDIES OF LANDLORD.**

Events of Default by Tenant. The occurrence of one or more of the following events (each referred to herein as an "Event of Default") shall constitute a material default and breach of the Lease by Tenant:

- (a) Failure by Tenant to pay within ten (10) days when due any Base Rent, Insurance Costs, Real Estate Taxes, CAM Expenses, and any other sums payable by Tenant hereunder.
- (b) Abandonment or vacating of the Premises by Tenant, which shall include Tenant's failure to take possession of the Premises upon delivery of same and the cessation of Tenant's business within the Premises for more than five (5) consecutive business days unless such cessation is excused or permitted under the express terms of the Lease.
- (c) Making by Tenant or any guarantor of the Lease of a general assignment or general arrangement for the benefit of creditors of any proceeding under any insolvency or bankruptcy law, or the appointment of a trustee or receiver to take possession of all or substantially all of Tenant's assets located upon the Premises or of Tenant's interest in the Lease.
- (d) Failure by Tenant to proceed with Tenant's Work after delivery of possession of the Premises to Tenant and to thereafter complete same and open for business not later than the Rent Commencement Date.
- (e) Failure by Tenant to secure and maintain any insurance required hereunder.
- (f) Any assignment subletting, pledge, mortgage or other transfer of the Lease by Tenant, or any transfer of any interest in Tenant in violation of the provisions of the Lease.
- (g) Any occurrence of an Event of Default as defined anywhere else in the Lease.
- (h) Failure by Tenant to promptly observe or fully perform any of the covenants, promises, conditions or terms of the Lease not provided for in (a) through (g),



above, where such failure shall continue for a period of ten (10) days after written notice thereof from Landlord, provided that if such default cannot reasonably be cured within a ten (10) day period, an Event of Default shall not exist if Tenant shall commence to cure such default and thereafter diligently proceeds to cure the default no event later than thirty (30) days after written notice has been given.

(h) Landlord's Remedies. If an Event of Default occurs, Landlord shall have (in addition to all other rights and remedies provided by law or otherwise provided for in the Lease) the right, at the option of Landlord, then or at any time thereafter while such Event of Default continues, to elect anyone or more of the following remedies:

(i) To continue the Lease in full force and effect and collect all sums payable hereunder when due for the remainder of the Lease Term.

(ii) To terminate the Lease upon written notice to Tenant, such termination having the effect of automatically and concurrently terminating any option to extend the Lease Term that may be otherwise provided hereunder, in which case Landlord may recover from Tenant the sum of:

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

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

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

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

(e) all other amounts in addition to or in lieu of those previously stated as may be permitted from time to time by California law. As used in clauses (i) and (ii) of this Section, the "worth at the time of award" is computed by allowing interest at the rate of ten percent (10%) per annum. As used in clause (iii) of this Section, the worth at the time of award is computed by discounting that amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%). As used in this Section the term rent shall include Base Rent, Percentage Rent, and any other payments required by Tenant.

(iii) To cure Tenant's default at Tenant's cost and expense without prejudice to any other remedies which Landlord might otherwise have.

(iv) To re-enter the Premises and dispossess Tenant and any person or entity claiming through or under Tenant by summary proceedings or otherwise, and remove all effects therein, and take complete possession of the Premises and either: (i) expressly and in writing declare the Lease terminated; or (ii) elect to continue the Lease in full force and effect, but with the right at any time thereafter to declare the Lease terminated.

(v) Damages Incident to Termination and Alternative Damages. Should Landlord elect to terminate the Lease pursuant to this Section 15 and/or re-enter and repossess the Premises

and/or elect to bring an action against Tenant in unlawful detainer or an action for damages or both, Landlord shall be entitled to payment by Tenant the following as damages: (a) Any and all unpaid Base Rent, Insurance Costs, Real Estate Taxes, CAM Expenses, and other sums payable by Tenant hereunder at the time of termination plus interest at the rate of twelve percent (12%) per annum from the date due until paid;

## **22. DEFAULT BY LANDLORD**

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Leased Premises, the name and address for that holder having been furnished to Tenant in writing, specifying in what respect Landlord has failed to perform the obligation. However, if Landlord's obligation requires more than thirty (30) days for performance, Landlord shall not be in default if Landlord commences to perform within the thirty (30) day period and afterwards diligently completes it.

**23. ACCESS.** If street or shopping center repairs, construction, maintenance or repair of any utility lines or similar activity in, on or near the Leased Premises shall in Tenant's judgment substantially interfere with vehicular access to the Leased Premises with the result that Tenant close its business, and if the interference continues for a period of fifteen (15) or more consecutive days while said business remains closed, the rent payable hereunder shall abated during the period the interference continues and if Tenant's business shall remain closed for ninety (90) days due to the interference, Tenant may terminate this Lease upon written notice to Landlord.

**24. LIENS.** If any act or omission of Tenant or claim against Tenant results in a lien or claim of lien against Landlord's title, Tenant upon notice thereof shall promptly remove or release same by posting of bond or otherwise. If not released in fifteen (15) days after notice to Tenant to do so, Landlord may (but need not) pay or discharge the lien without inquiry as to the validity thereof at Tenant's expense. Tenant may contest the lien by first furnishing Landlord with a good and sufficient surety bond issued by a reputable survey company.

## **25. LANDLORD'S REPRESENTATIONS AND WARRANTIES.**

(a) Landlord represents and warrants that water, sanitary sewers, storm sewers, electric current, gas and telephone facilities sufficient to accommodate Tenant's business, as described in Paragraph 4(a), are available for connection at the Leased Premises without undue expense to Tenant. Landlord hereby grants Tenant a non-exclusive easement appurtenant to the Leased Premises for the purpose of installing, operating, maintaining, repairing, replacing and renewing any and all utility lines and related facilities, including but not limited to, water, sewer, gas, electric, heating, ventilation and air conditioning and for constructing or venting its equipment over, above, along, under and in the Leased Premises, wherever said utility lines or related facilities may need to be located. Landlord covenants that if specific easements are necessary, it will grant them to utility companies or to Tenant.

(b) Landlord represents that the Leased Premises are not currently in violation of any building code, environmental law or regulation or other governmental ordinance or regulation. Landlord further represents and warrants that it has received no notice of any such violation. Exceptions to this would be the pending litigation with Driven Brands/Meineke to complete their repairs.

(c) Landlord warrants that it has marketable, fee simple title to the Leased Premises and has full authority to enter into this Lease. Landlord warrants that the Leased Premises are free of any encumbrance, easement or restriction which would impair Tenant's intended development, intended use or possession of the Leased Premises.

(d) Landlord hereby grants Tenant an easement, for ingress/egress, access and driveway purposes, from the Leased Premises to every public or private road, right-of-way or easement to which the Leased Premises are adjacent or to which Landlord has rights.

(e) Landlord acknowledges that Tenant is relying upon the representations, warranties and agreements expressly set forth in this Paragraph 25 in executing this Lease and agrees that any breach thereof shall be grounds for Tenant to terminate this Lease and seek additional appropriate relief.

**26. CONSENT.** Where the consent of either party is required hereunder, such consent shall not be unreasonably withheld, delayed or conditioned.

**27. DELIVERY OF POSSESSION**

Upon expiration of the lease Term or earlier termination of the Lease, Tenant shall, without notice from Landlord, vacate the Premises in broom clean condition and in good order and repair, surrender all keys to the Premises and remove a/l personal property, trade fixtures and signs belonging to Tenant. At the option of Landlord, any property not removed by Tenant shall be deemed abandoned. Any damage caused by Tenant in the removal of such items shall be repaired by Tenant. Further, all toilet fixtures, power panels, switches and transformers, and if requested by Landlord, floor covering, wall covering, ceiling material, fixed partitions, and installed lighting equipment (whether or not the same are trade fixtures), and/or other fixtures (other than trade fixtures) designated by Landlord shall remain upon and be surrendered with the Premises.

**28. TRANSFER BY LANDLORD**

If Landlord transfers the Leased Premises, Landlord shall be relieved of all liability for the performance of Landlord's obligations after the date of the transfer. However, any prepaid rent or security deposit held by Landlord at the time of the transfer shall be delivered to the transferee.

**29. NOTICES** Any notice or communication required or permitted to be given hereunder shall be in writing and shall be deemed to be effective: (1) if personally delivered, on the date of such delivery; (2) if sent via registered or certified mail with a return receipt, postage prepaid, on the third business day following the day it was mailed; or (3) if sent via overnight courier for guaranteed next business day delivery, on the next business day after placing the notice with the courier; and if to Landlord, addressed to Landlord at

Shelle Orlansky  
P.O. Box 5000 PMB 67  
Rancho Santa Fe, CA 92067

and if to Tenant, please put tenants address here

Linsey Schwerdtfeger  
452 Via Maggiore  
Chula Vista, CA 91914

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

**30. HOLDOVER.** At the end of the Term, or any extension/Option Period, if Tenant holds over for any reason, it is hereby agreed that in the absence of a written agreement to the contrary that tenancy shall be from month-to-month only and not a renewal of this Lease, or an extension for any further term. In that case, Tenant shall pay Base Rent in an



amount equal to one hundred and fifty percent (150%) of the Base Rent payable prior to the end of the Term or any extension, and the month-to-month tenancy shall be subject to every other term, covenant, and condition contained in this Lease that is consistent with and not contrary to a month-to-month tenancy.

31. **Severability.** The Lease supersedes and cancels any and all previous negotiations, agreements and understandings between Landlord and Tenant with respect to the subject matter hereof and is the only and entire agreement between them. All negotiations and oral agreements acceptable to both parties have been merged into and are included herein, and no modification of the Lease shall be effective unless in writing and signed by all parties hereto. If any provision of the Lease is deemed invalid or unenforceable, the remainder of the Lease shall not be affected thereby.

32. **Force Majeure.** In the event that Landlord or Tenant is delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of the Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

### 33: SIGNS AND ADVERTISING

Tenant, with the express written consent of Landlord, shall be permitted to install, at its sole cost and expense, the maximum allowable building signage to advertise its business conducted at the Premises per applicable governmental codes, rules and regulations.

### 34: UTILITIES

Tenant shall, on or before delivery of possession of the Premises to Tenant, transfer all billings of the utilities to its name and promptly pay for all gas, electricity, water, sewer, telephone and other utilities, temporary and permanent, that are delivered to or otherwise provided to the Premises. If water or electricity or other utility charges are not separately billed to Tenant, Landlord reserves the right either to estimate such a bill and to charge Tenant accordingly, or to require installation by Tenant of a meter at Tenant's sole cost and expense. Landlord shall not be liable to Tenant if the furnishing by Landlord or by any other supplier of any utility service to the Premises is interrupted or impaired by fire, accident, riot, strike, act of God, shortage of supply, governmental regulation, or by any cause beyond Landlord's control.

### 35. ATTORNEY FEES & VENUE

If either party brings an action to enforce the Lease, the prevailing party, shall be entitled to reasonable attorney's fees and costs as determined by the court. "Prevailing party" shall include without limitation:

- (a) a party who dismisses an action in exchange for sums allegedly due;
- (b) a party who receives performance from the other party for an alleged breach of covenant or who receives a desired remedy that is substantially equal to the relief sought in an action; or
- (c) a party determined to be the prevailing party by a court of law.

This Lease shall be governed by California law, and any litigation concerning this Lease between the parties shall be initiated in the Superior Court of San Diego County.

### 36: ESTOPPELS, ATTORNMEN, SUBORDINATION, SALE OF CENTER

a. Estoppel Certificate. Within five (5) business days after Landlord's written request therefore, Tenant shall deliver an estoppel certificate to Landlord or any proposed mortgagee,

ground lessor or purchaser certifying that the Lease is in full force and effect, the essential terms of the Lease, that there are no defenses or offsets thereto, or stating those claimed by Tenant, and any other information concerning the Lease that may be requested. If Tenant fails to timely execute and deliver such estoppel certificate, Tenant shall pay Landlord on demand a late fee of \$200.00 and such failure may, at Landlord's discretion, be considered an Event of Default.

b. Attornment. Tenant shall, in the event any proceedings are brought for the foreclosure or exercise of the power of sale under any mortgage or deed of trust made by Landlord covering the Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under the Lease provided that any purchaser or mortgagee shall recognize the Lease as remaining in full force and effect so long as Tenant is not in default hereunder.

c. Subordination. The Lease is and shall be automatically subject and subordinate to all ground and underlying leases, and to all renewals, modifications, consolidations, replacements and extensions thereof. In addition, upon request of Landlord, Tenant will subordinate its rights hereunder to the lien of any mortgage or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the land and buildings of which the Premises are a part or upon any buildings hereafter placed upon the land of which the Premises are a part, and to all advances made or hereafter to be made upon the security thereof. This Section 21.03 shall be self-operative and no further instrument of subordination shall be required unless requested by the lienholder or its successors. Tenant covenants and agrees that it will execute any and all subordination agreements upon the request of Landlord in a form prescribed by Landlord or the lienholder without compensation being therefore provided that any lien relying on this provision or any such subordination agreement will covenant in writing with Tenant that the Lease shall remain in full force and effect, and Tenant shall not be disturbed in the event of sale or foreclosure so long as Tenant is not in default hereunder.

d. Sale of Premises. Any sale, transfer or exchange by Landlord of its interest in the Premises shall be subject to the Lease and the rights and obligations of Tenant hereunder; and Tenant shall attorn to Landlord's successor-in-interest Upon any such sale, transfer or exchange, Landlord shall be automatically and entirely released of any and all obligation or liability arising hereunder.

**37. ENTIRE AGREEMENT.** This Lease and any attachment hereto constitute the entire agreement between the parties, and the covenants and conditions hereof shall be binding upon and for the benefit of the heirs, executors, administrators, successors, subtenants and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this instrument.

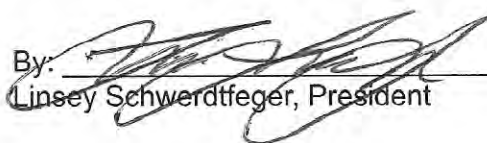
LANDLORD:

TENANT:

ORLANSKY FAMILY LLC

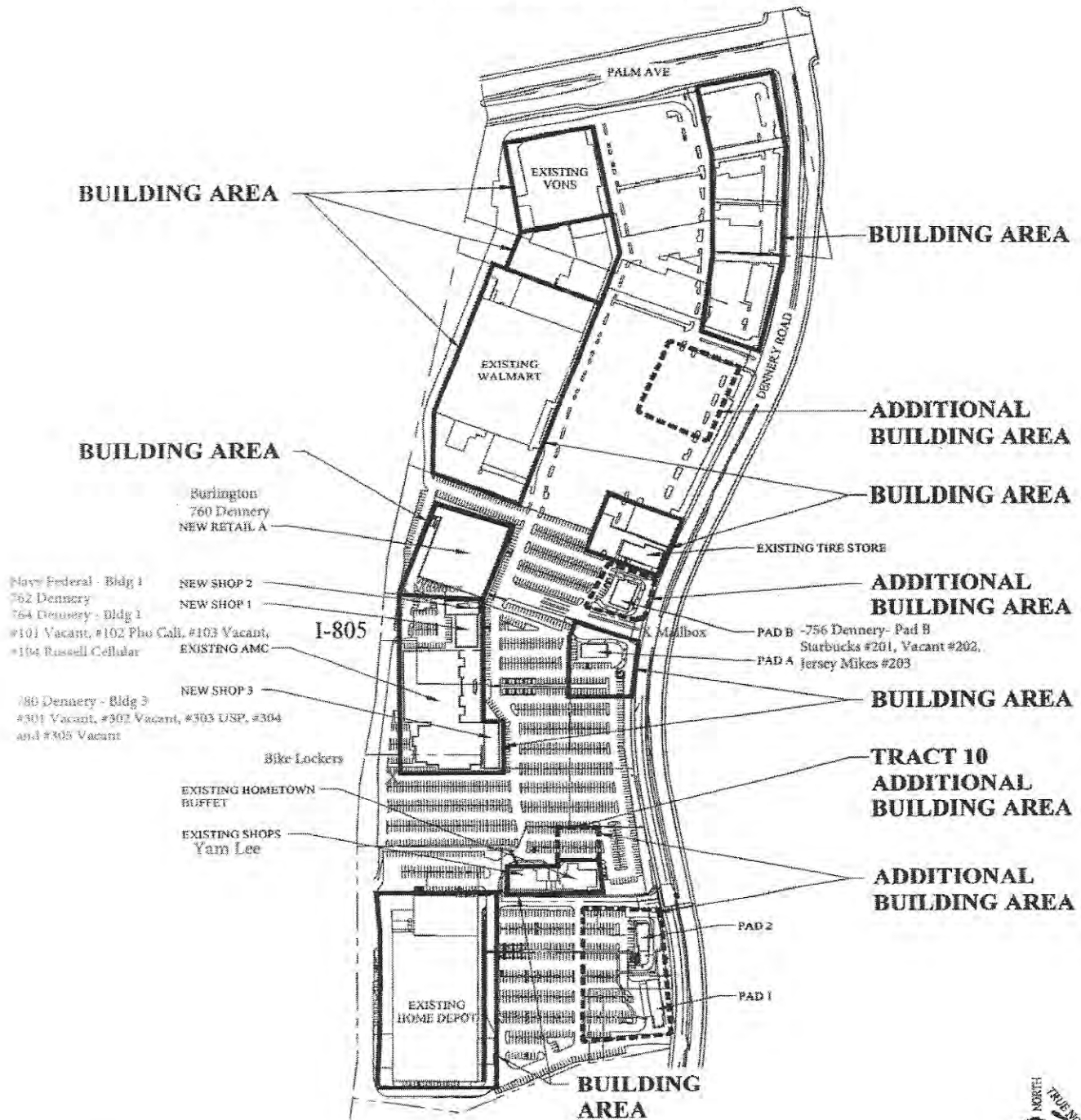
LINSEY SCHWERDTFEGER, INC.

By: \_\_\_\_\_  
Shelle Orlansky, Manager

By:  6/17/2021  
Linsey Schwerdtfeger, President

By: \_\_\_\_\_  
Arlene Orlansky, co-trustee

# EXHIBIT "A-1" OVERALL SITE PLAN



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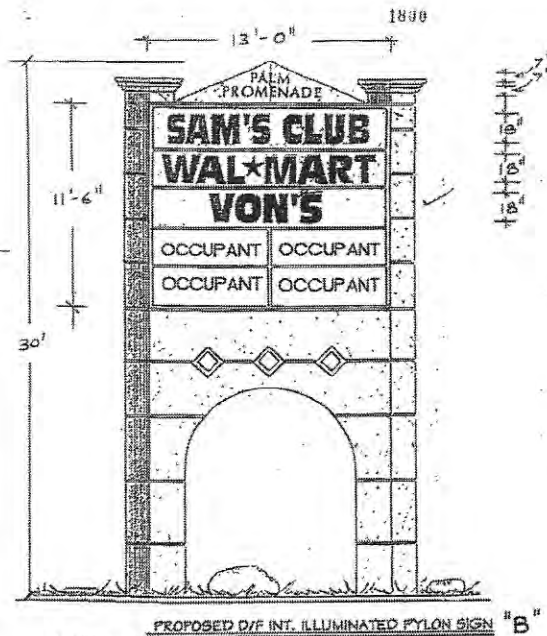
# EXHIBIT C- SIGNAGE

First American Title  
First American Title  
First American Title

First American Title  
Firs

First American Title

1799



FABRICATION TO BE: ALUMINUM  
TENANT PANELS TO BE: WHITE LEXAN W/ VINYL GRAPHICS OVERLAY  
ALL EXTERIOR ALUMINUM TO BE: STUCCO TYPE FINISH  
ILLUMINATED W/ 200 MA HO FLUORESCENT LAMPS AS REQUIRED

First American Title

First American Title

First American Title

First American Title

First American Title

PYLON SIGN B   LOCATION 2   Palm Ave   NORTH SIDE OF PROPERTY - VONS PARCEL					
B2S	EAST FACING			WEST FACING	
M	HOME DEPOT			HOME DEPOT	
M	Walmart			Walmart	
M	VONS			VONS	
O/O	Meineke	Panera Bread		Meineke	Panera Bread
O/O	AutoZone	Starbucks Coffee		AutoZone	Starbucks Coffee

## EXHBIT D- GUARANTOR

GUARANTY OF LEASE ("Guaranty") is made for valuable consideration by Linsey Schwerdtfeger and Michelle Cuevas Schwerdtfeger, husband and wife (collectively, "Guarantor") in favor of The Orlansky Family LLC, a California limited liability company ("Landlord"), in connection with the Commercial Building Lease agreement dated May 5, 2021, ("Lease"), to which this Guaranty is attached, pursuant to which Landlord leases to the franchisee of Meineke, that certain real property located at 740 Denney Rd, San Diego, CA 92154.

Guarantor does hereby agree as follows:

1. This guaranty is a guaranty of payment and not of collection.  
Guarantor hereby unconditionally and irrevocably guarantees to Landlord:

(i) Tenant's punctual payment in full of all Base Rent, Real Estate Taxes, Insurance, CAM Expenses, Insurance Costs, Real Estate Taxes, Privilege Tax and all other sums payable by Tenant under the Lease, as such terms are defined in the Lease, and not merely the collectability of same; and (ii) Tenant's full and faithful performance and observance of all terms, covenants and conditions contained in the Lease. Notwithstanding the foregoing, provided that there is no Event of Default (as defined in the lease) prior to that date which is five (5) years following the Rent Commencement Date, then this Guaranty shall be limited to only the foregoing payment, performance and observance obligations of Tenant under the Lease through that date which is five (5) years following the Rent Commencement Date. Should there be an Event of Default: (as defined in the Lease) prior to that date which is five (5) years following the Rent Commencement Date, then this Guaranty shall remain in full force and effect throughout the entire Lease Term, inclusive of any Extension Term.

If more than one person signs this Guaranty, each such person shall be deemed a Guarantor and the obligation of all such Guarantors shall be joint and several and coextensive with that of Tenant. Landlord may bring legal action against Guarantor and carry it to final judgment either with or without making Tenant a party thereto. Landlord shall not be required to make any demand on Tenant, apply any security deposit Landlord holds on behalf of Tenant or any other credit in favor of Tenant or otherwise pursue or exhaust its remedies against Tenant before, simultaneously with or after enforcing its rights and remedies against Guarantor.

Landlord may, in its sole and absolute discretion, without notice to or further consent of Guarantor and without in any way releasing or affecting Guarantor's obligations and liabilities: (i) waive compliance with any of the terms of the Lease; (ii)



modify, amend or change any provisions of the Lease by agreement between Tenant and Landlord; (iii) assign or otherwise transfer all or part of its interest in the Lease, Premises or this Guaranty; and (v) consent to an assignment, subletting, conveyance or other transfer of all or any part of Tenant's interest in the Lease.

Guarantor does not require and waives the following : (i) all notices of Tenant's nonpayment, nonperformance or nonobservance of the covenants, terms and conditions of the Lease; (ii) all notices and demands otherwise required by law which Guarantor may lawfully waive; (iii) the benefit of any statute of limitations affecting Guarantor's liability; (iv) trial by jury in any action brought in connection with this Guaranty; Further, until all of Tenant's obligations under the Lease are fully performed, Guarantor. (v) waives any rights it may have against Tenant by reason of any one or more payments or acts in compliance with the obligations of Guarantor; and (vi) subordinates any liability or indebtedness of Tenant Guarantor holds to the obligations of Tenant to Landlord under the Lease.

Guarantor's liability shall not be released, limited or affected in any way by any release or limitation of Tenant's liability or its estate in bankruptcy resulting from: (i) the operation of any present or future provision of the Bankruptcy Code of the United States of from the decision of any court interpreting same; (ii) the rejection, or disaffirmance of the Lease in any such proceedings; or (iii) the assumption and assignment or transfer of the Lease by Tenant or Tenant's bankruptcy trustee.

This Guaranty shall be binding upon the heirs, legal representatives, successors and assigns of Guarantor, and each of them , and shall not be discharged or affected, in whole or in part by the death, bankruptcy, insolvency of the Guarantor, or any one or more of them.

Dated: 6/17/2021

Dated: 6/17/2021

By: 

Linsey Schwerdtfeger

By: 

Michelle Cuevas Schwerdtfeger